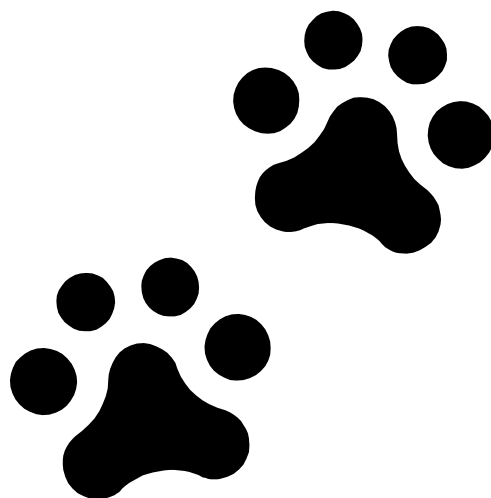


Blanchard Public Schools

2021-2022



Negotiated Contract and Procedural Agreement

Between

Blanchard Association of Classroom Teachers

And the

Blanchard Board of Education

TABLE OF CONTENTS

I. SCOPE OF CONTRACT

- 1.01 Definitions
- 1.02 Recognition/Duration
- 1.03 Severability

II. EMPLOYMENT PROVISIONS

- 2.01 Temporary Contract
- 2.02 Nondiscrimination Policy
- 2.03 Teacher (Defined)
- 2.04 Professional Evaluation
- 2.05 Employment Recommendation
- 2.06 Conditional Employment
- 2.07 Suspension/Dismissal
- 2.08 Posting of Vacant Positions
- 2.09 Transfers
- 2.10 Supplemental Assignment
- 2.11 Reduction in Staff

III. INDIVIDUAL RIGHTS

- 3.01 Personnel File
- 3.02 Right to Representation
- 3.03 Staff Relations
- 3.04 Teacher Rights
- 3.05 Grievance Procedure
- 3.06 Protection of Teachers
- 3.07 Teacher's Right to Due Process
- 3.08 Drug Testing
- 3.09 Medical Marijuana Policy

IV. ASSOCIATION RIGHTS AND PRIVILEGES

- 4.01 Association Leave
- 4.02 Use of School Buildings/Mail
- 4.03 Availability of Information
- 4.04 Printing & Distribution of Negotiated Contract
- 4.05 Association Business
- 4.06 Association Agreement Terms

V. LEAVE PROVISIONS

- 5.01 Sick Leave
- 5.02 Personal Business Leave
- 5.03 Leaves of Absence
- 5.04 Emergency Leave
- 5.05 Cancellation of Leave due to Emergency School Closing
- 5.06 Bereavement Leave
- 5.07 Military Leave
- 5.08 Family Medical Leave Provisions
- 5.09 Jury Duty Leave and Compensation

- 5.10 Legal Proceedings Leave
- 5.11 Friendly-Dock Leave
- 5.12 Leave Information and Restrictions

VI. WORKING CONDITIONS

- 6.01 Work Year
- 6.02 Teacher Duty Day
- 6.03 Duty Free Lunch
- 6.04 Preparation Time
- 6.05 Dress Code
- 6.06 Absence Substitute Hired
- 6.07 Teaching Facilities
- 6.08 Class Size
- 6.09 Conferences
- 6.10 Leaving Campus Policy
- 6.11 Student Discipline
- 6.12 Meetings
- 6.13 School Calendar

VII. BENEFITS

- 7.01 Sick Leave Accumulation Reimbursement
- 7.02 Retirement Contribution
- 7.03 Social Security
- 7.04 Work Related Injury
- 7.05 Unemployment Compensation
- 7.06 Benefits and Voluntary Deductions

VIII. COMPENSATION

- 8.01 Reimbursement for use of Personal Automobile
- 8.02 Payroll
- 8.03 Compensation
- 8.04 Supplemental Assignment Compensation
- 8.05 One-Time Incentive Pay

K. APPENDIX

- 9.01 Grievance Form
- 9.02 Compensation Schedule
- 9.03 Supplemental Compensation Schedule
- 9.04 Procedural Agreement and Information
- 9.05 Teacher as Substitute Timesheet
- 9.06 Mileage Log
- 9.07 Application for Transfer within District
- 9.08 Certified Employee Beneficiary of Survivor Benefits
- 9.09 Friendly Dock Leave Request Form

SCOPE OF CONTRACT

1.01 DEFINITIONS

Teacher - All certified personnel employed by Blanchard Public School District whose primary area of assignment is the instruction of students, excluding only administrative or supervisory personnel.

District - Blanchard Public School District, No. I-29 of McClain County, Oklahoma.

Board - Elected policy-making body governing the District.

Association President - Elected President of the Blanchard Association of Classroom teachers.

Immediate Supervisor - Principal or other administrator to whom teachers are directly responsible.

Certified Administrator - Principal or Assistant Principal(s) that is certified by the State Department of Education of the State of Oklahoma and holds a valid administrative certificate. This person has completed the evaluation certification training by the State Department of Education (the Tulsa Model and any required training by the State Department of Education).

School - Work location at which teachers perform their job function.

Agreement - This contract duly ratified and signed by the Board and the Association.

Association Representative - Any person designated in writing by the President or the Blanchard Association of Classroom Teachers.

Association - Blanchard Association of Classroom Teachers.

Board Policy - A course of action adopted by the Board.

Probationary Teacher – Also referred to as “non-tenured” teacher. A duly certified teacher who has completed less than three (3) consecutive complete years of teaching service in the Blanchard Public School District under a written teaching contract, as provided by law.

Career Teacher - Also referred to as “post-probationary” teacher. A duly certified teacher who has completed (3) or more consecutive complete school years of teaching service in the Blanchard Public School district under a written teaching contract, as provided by law.

Superintendent - Chief Administrative officer of the District.

1.02 RECOGNITION

The Board recognizes the Association as the exclusive representative for negotiations on behalf of the professional educators of this District. The Association must have been designated as the sole bargaining representative by a majority of the professional educators of this District. Any person so employed as a professional educator, who desires not to be represented by the Association, may so state

in writing to the Board. It is the responsibility of the Board to assure that all professional educators have notice of this stipulation.

The Board hereby recognizes the Association as the exclusive bargaining agent for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers and who do not hold formal supervisory authority with respect to other employees of the district, hereafter referred to as “Teachers”. The Association will continue as bargaining agent until such time as a majority of the professional educators petition, as required by law, the Board requesting a change of representation.

DURATION

This Agreement is entered into between the Blanchard Board of Education, Independent School District I-29, McClain County, Blanchard, Oklahoma, hereinafter referred to as the “Board” and the Blanchard Association of Classroom teachers, hereinafter referred to as the “Association”, and shall become effective at the time of ratification by both parties, and shall remain in effect for a period of one (1) year beginning July 1, 2020 to June 30, 2021, or until it has been replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

PURPOSE

It is the purpose of this procedural agreement to establish policies to ensure a professional working relationship between the Board and the Association.

It is the intent of this agreement to promote maximum utilization of the experience and abilities of all parties concerned and to bind all parties concerned to agreements made in accordance with APPENDIX: 9.04 PROCEDURAL AGREEMENT.

AGREEMENT CLAUSE

This agreement is made and entered into this 20th day of August, 1991 by and between the Blanchard Association of Classroom teachers, hereinafter termed the “Association” and the Board of Education of Independent School District No. 20 of McClain County, Oklahoma, hereinafter termed the “Board”; and pursuant to Title 70 Oklahoma Statutes, Sections 509.1 – 509.10, the following items (articles, procedures, etc.) are hereby agreed upon by both parties.

GOOD FAITH CLAUSE

Each party herein shall negotiate in good faith and further assure that a free and open exchange of views based upon mutual understanding, concern, and cooperation occurs. (See 509.6)

1.03 SEVERABILITY

Should any part of this Agreement be declared invalid by a referendum of law, statute, or by a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted part. The Board and the Association shall commence negotiations within thirty (30) days for the purpose of arriving at a legally permissible replacement for the deleted part. This shall include any changes to H.B. 1017 during the contract year.

II. EMPLOYMENT PROVISIONS

2.01 TEMPORARY CONTRACT

Temporary Contract - A contract with a definite starting and concluding date.

All certified personnel will be initially hired on a temporary contract. Any certified employee recommended for-employment for a second school year will be rehired on a temporary contract. This second-year contract will advance to a continuing contract if the employee has demonstrated effective performance through the evaluation process for that school year. Effective performance is defined as reaching at least a 2.8 cumulative numerical rating for evaluations using the TLE Qualitative Evaluation Model. Pursuant to meeting this effective rating, the employee's contract status will be advanced to continuing status for re-hiring consideration by April 25th of that school year.

2.02 NON-DISCRIMINATION STATEMENT

The Blanchard Public School District is an equal opportunity employer and will abide by applicable laws dealing with discrimination.

2.03 TEACHER (DEFINED)

"Probationary teacher" means a duly certified or licensed teacher who has completed less than three (3) consecutive complete school years of teaching in the Blanchard School District under a written teaching contract, as provided by law.

"Career teacher" means a duly certified teacher who has completed three (3) or more consecutive complete school years of teaching service in the Blanchard Public School district under a written teaching contract, as provided by law.

2.04 PROFESSIONAL EVALUATION

The primary purpose of the personnel evaluation shall be for the improvement of instruction. Effective with the 2012-2013 fiscal year and continuing each year thereafter until further action of the Board of Education, the Districts qualitative teacher evaluation system shall exclusively be the Tulsa Model TLE Observation and Evaluation System for Teachers ("the Tulsa Model"). For more information regarding TLE, see: <https://sde.ok.gov/tle>

A. DEFINITIONS AND PROCEDURES:

The formal evaluation is a process for improving the education of pupils through teacher professional growth and as a criteria for teacher contract renewal. Evaluation is an ongoing process encompassing the entire educational experience. The formal evaluation in compliance with the state-adopted Tulsa Model framework.

Only certified administrators who have completed the Evaluation Certification training may conduct observations and evaluations. The building principal or the assistant principal(s) will have the sole responsibility for the evaluation. All observations will be a minimum of twenty (20) consecutive minutes. Electronic signatures for observations will be accepted while a hard copy signature is required for all evaluations and kept in the teacher's site personnel file. A teacher can request a hard copy of either observations or evaluation. The signature of the teacher does not indicate agreement with the evaluation. The teacher may, within ten (10) working days of the evaluation respond to the evaluation in writing and said response will be attached to the formal evaluation. The response/rebuttal will be attached to the written evaluation. Any adverse evaluation of a teacher's performance placed in the teacher's site or official personnel file may be subject to the grievance procedure in accordance with Article 3.05: GRIEVANCE PROCEDURES, of the Contract.

Observations and Evaluations Timelines Based on Educator Status:

CAREER STATUS educators will be observed twice a year. One observation with actionable feedback will occur within five (5) days of the observation in the fall, and one observation with actionable feedback will occur within five (5) days of the observation in the spring. The final evaluation will occur second semester alongside the second observation with a deadline of April 30.

Career teachers who receive "superior" or "highly effective" ratings (3.8 or higher) may be evaluated once every three years.

PROBATIONARY STATUS educators will be observed once in the first nine weeks, once during the second nine weeks, and again in the third nine weeks. All observations will be followed by actionable feedback within five (5) days of the actual observation. The final evaluation will occur in the second semester alongside the observation with a deadline of March 10.

B. ASSISTANCE FOR SUGGESTED AREAS IN NEED OF IMPROVEMENT:

Administrators are encouraged, as the performance issues may dictate, to communicate informally with a teacher before issuing a detailed written plan of improvement. When the evaluation process of a teacher indicates the need to improve professional skills, the evaluating administrator shall provide a detailed plan to eliminate difficulties noted on the observation and/or evaluation through a Goal Setting Form and/or Personal Development Plan.

These plans for improvement fall under the guidelines set up in ARTICLE 2.06: CONDITIONAL EMPLOYMENT, of the Contract.

Goal Setting Form - The Goal Setting Form is intended for collaborative use between administrator evaluating and teacher needing further development. The Goal Setting Form may be used after any observation or after an evaluation in lieu of a Personal Development Plan if all the following conditions apply:

- the teacher has no more than 2 ratings of "needs improvement,"
- the teacher has no ratings of "ineffective,"
- the evaluating administrator does not anticipate exiting the teacher.

The Goal Setting Form shall be developed collaboratively between the teacher and evaluating administrator, confined to 2 indicators or fewer, and time-bound within a maximum window of twenty (20) school days. The goals and actions within the Goal Setting Form must reflect and reference relevant dimensions and indicators of the Tulsa Model rubric. It does require follow-up at a post conference. (This post conference may be included as part of an observation conference or evaluation conference.) The Goal Setting Form shall be signed by the teacher and evaluating administrator when the form is first developed and again at the post conference. If use of the Goal Setting Form is not successful at the evaluation stage, then a Personal Development Plan is warranted. The Goal Setting Form including follow-up documentation shall be attached to the final evaluation and a copy must be given to the teacher and kept in the teacher's site personnel file.

Personal Development Plan - A Personal Development Plan may be issued to a teacher in response to areas rated below effective during an observation. A Personal Development Plan shall be issued to a teacher who receives a rating of "ineffective" or "needs improvement" on any indicator of the evaluation (unless a Goal Setting Form will be used in lieu of a Personal Development Plan). The goals and actions within the Personal Development Plan must reflect and reference relevant dimensions and indicators of the Tulsa Model rubric. The Personal Development Plan may be developed collaboratively between the teacher and evaluating administrator. It shall be confined to a maximum of 4 indicators and time-bound within a maximum window of two (2) months. It does require follow-up at a post conference. This post conference may be included as part of an observation conference or evaluation conference. The Personal Development Plan shall be signed by the teacher and evaluating administrator when the form is first developed and again at the post conference. The Personal Development Plan including follow-up documentation shall be attached to the final evaluation and a copy must be given to the teacher and kept in the teacher's site and official personnel file.

The complete evaluation from currently in use by BPS will be located on the school website with updates within 10 working days of any changes regarding the evaluation process as designated by the State Department of Education.

2.05 EMPLOYMENT RECOMMENDATION

Recommendations regarding employment shall be made yearly by the principal to the Superintendent. The evaluating administrator shall be given written notice for each teacher of the Bargaining Unit, and a copy shall be given to each Gaining Tenure/Career teacher prior to March 29th of each year and Temporary Contract teacher prior to April 25th. Teachers who are recommended as non-reemployed or placed on conditional status, shall be notified as specified in ARTICLES 2.04: PROFESSIONAL EVALUATION; 2.06: CONDITIONAL EMPLOYMENT; 2.07: SUSPENSION/DISMISSAL; 2.11: REDUCTION IN STAFF of this Contract.

2.06 CONDITIONAL EMPLOYMENT

When the evaluating administrator determines that a teacher of the Bargaining Unit is performing unsatisfactorily in any area, the teacher shall be notified in writing. The areas of unsatisfactory performance shall be identified and written suggestions for improvement shall be listed and the evaluating administrator should make a reasonable effort to assist the teacher to correct whatever appears to be the cause for potential dismissal or non-reemployment. A reasonable time for improvement, not exceeding two (2) months shall be given. When the plan of improvement has been completed, the teacher shall be notified in writing that the plan has expired or been extended. If the teacher does not correct the cause for potential dismissal or non-reemployment within a reasonable length of time, the principal may make a recommendation to the Superintendent of the school district for the dismissal or non-reemployment of the teacher. Upon the recommendation of the principal, the teacher may be placed on conditional employment status.

2.07 SUSPENSION/ DISMISSAL

SUSPENSION

The Superintendent may suspend a teacher of the Bargaining Unit with pay and benefits without notice or hearing, if he/she determines that the best interests and welfare of the students in the school district require such action, pending final determination by the Board of a career/probationary teacher's dismissal or non-reemployment.

GROUND FOR DISMISSAL

Subject to the provisions of the teacher Due Process Act of 1990 and amendment by HB 2756 (2006), a probationary teacher may be dismissed or not reemployed for cause,

A career teacher may be dismissed or not reemployed for the following statutory grounds:

- A. Willful neglect of duty;
- B. Repeated negligence in performance of duty;
- C. Mental or physical abuse to a child;
- D. Incompetency;
- E. Instructional ineffectiveness;
- F. Unsatisfactory teaching performance;
- G. Commission of an act involving moral turpitude; or
- H. Abandonment of contract.

A teacher convicted of a felony shall be dismissed or not reemployed. A teacher may be dismissed or not reemployed after a finding by a court of competent jurisdiction that such teacher has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the teacher's performance.

DISMISSAL

Before a teacher may be dismissed or not reemployed, the Board shall send a copy of the Superintendents recommendation to the teacher by certified mail, restricted delivery, return receipt requested, by personal delivery to the teacher with a signed acknowledgement of receipt, or by delivery by a process server. By the same manner, the Board shall notify the teacher of said teacher's right to a hearing before the Board and the date, time, and place set by the Board for the hearing, which shall be held not sooner than twenty (20) days or later than sixty (60) days after the teacher's receipt of notice. At said hearing, the teacher shall be entitled to all rights guaranteed under such circumstances by the U.S. Constitution and the Constitution of Oklahoma.

Notice to a Probationary Teacher shall specify the cause upon which the recommendation is based. Said notice shall also specify the underlying facts supporting the recommendation. The Board shall notify the Probationary Teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, by personal delivery to the teacher with a signed acknowledgement of receipt, or by delivery by a process server. The Board's decision regarding a teacher shall be final.

Notice to a Career Teacher shall specify the statutory grounds upon which the recommendation is based. Said notice shall also specify the underlying facts supporting the recommendation. The Board shall notify the Career Teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, by personal delivery to the teacher with a signed acknowledgement of receipt, or by delivery by a process server.

The teacher shall receive any compensation and benefits to which said teacher is otherwise entitled until such time as the Board's decision becomes final. Provided, however, if the hearing for a teacher is for non-reemployment of the teacher, such compensation and benefits may be continued only until the end of said teacher's current contract.

2.08 POSTING OF VACANT POSITIONS

Teachers currently employed by the District may request a transfer to vacant positions or may apply for new positions. All vacancies in new and existing positions within the District shall be posted according to the following procedure (position shall mean either teaching and/or extra duty):

1. During the school year, notice of all vacancies, including vacancies in promotional positions, shall be posted immediately after the position becomes available in a prominent place in the teachers' lounge in each school building. All vacancies shall be posted for five (5) working days and dated appropriately. At the end of five working days, vacancies shall be made public on the school's website. (www.blanchard.k12.ok.us). A current employee interested in a position for which he/she is qualified will have an opportunity to discuss such interest with the appropriate administrator.
2. If the school year has ended, notice of all vacancies including vacancies in promotional positions shall be posted immediately after the position becomes available in a prominent place in the central administration office. In addition, any teacher currently employed by the District who

is interested in other positions shall, prior to leaving school for the summer, submit in writing to the Superintendent his/her interest in specified types of positions. A summer address and telephone number shall be provided so the Superintendent or appropriate building principal can contact the teacher concerning any vacancies which may arise, and for which the teacher has expressed a written interest. The teacher has three (3) days after postmark date to respond.

2.09 TRANSFERS

VOLUNTARY TRANSFERS

Any teacher employed in the District who desires to transfer to another building or reassignment to a vacant position in a different subject area or grade level must complete the “Application for Transfer within the District” form and file with the Superintendent. Seniority will be considered, all other factors being equal.

If two (2) or more currently employed teachers have applied for the same vacant position, seniority will be considered, all other facts being equal.

Any teacher requesting transfer or reassignment must possess the necessary certification and experience in order to be considered for the vacant position.

INVOLUNTARY TRANSFERS

If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, a meeting will be held between the teacher involved and the Superintendent. At this time, written reasons for making the transfer will be presented to the teacher. If the teacher objects to the transfer, reasons for the objections will be written to the Superintendent. All responses shall be placed in the teacher’s personnel file.

2.10 SUPPLEMENTAL ASSIGNMENT

Definition:

Supplemental Assignment: Any professional assignment voluntarily accepted by a teacher of the Bargaining Unit in addition to that teacher’s primary teaching responsibility. (Refer to SUPPLEMENTAL COMPENSATION SCHEDULE attached hereto as APPENDIX 9.03.)

A teacher who voluntarily accepts assignments supplemental to his/her primary teaching assignment shall be compensated in accordance with ARTICLE 8.05 - SUPPLEMENTAL COMPENSATION SCHEDULE.

Once supplemental assignments have been accepted and the amount of supplemental compensation determined within 14 days thereof, the Board will provide a schedule of all positions and the amount of compensations awarded for the 2020-2021 school year.

In determining the amount of supplemental compensation to be awarded, the following factors shall be considered: (1) years of experience in the relevant supplemental assignment. (2) the teacher’s past

record of success in the relevant area. (3) comparison to pay for similar positions in surrounding, comparable school districts. (4) other measurable factors supporting the proposed compensations.

If and when a teacher is relieved of his/her Supplemental Assignment(s) either voluntarily or involuntarily, his/her employment status and/or career status shall not be affected.

Neither a reason nor a hearing shall be provided to the employee whenever an Extra Duty assignment is terminated. Should termination occur during the school year, notice of such termination, either oral or written shall be provided to the employee by the Superintendent. If no notice of termination is received during the school year, the Extra Duty assignment automatically terminates at the end of the school year.

If a position becomes vacant the Supplemental Assignment Compensation may be revised by the Association.

EXTENSION OF SEASON:

Any extension of compensation shall not cause the teacher's total compensation to exceed the Supplemental Compensation Schedule. All post-season extension of season pay awards shall be presented to the Board for consideration and approval. In determining the appropriate amount of extension of season pay to be awarded, the Board shall consider (1) the additional work hours performed by the teacher and (2) the results (including but not limited to post-season results). Should the proposed extension of season pay causes a teacher's total supplemental compensation to exceed the amount set forth on the Supplemental Assignment Schedule. Such proposed compensation must be communicated in writing and approved by the Bargaining Unit by the last Friday in April.

Request for changes in compensation within the Supplemental Compensation Schedule must be made and approved by the site principals or Athletic Director.

All changes compensation will be documented and made available to the BACT President and added to the Supplemental Pay Schedule for contract ratification at the earliest possible date.

2.11 REDUCTION IN PROFESSIONAL STAFF FORCE

If, in accordance with applicable law, the Board determines that professional staff must be reduced, the Board will reduce force according to the following policy:

1. Reduction in force policy and subsequent reduction in personnel will be a joint effort between the Board of Education and its representative, the Superintendent of Blanchard Public Schools, and the bargaining agent for the certified personnel at Blanchard Public Schools.
2. The positions eliminated will be the determining factor, not the teachers occupying those positions.

3. Probationary teachers will be terminated before a career teacher is terminated. A probationary teacher may be retained when a career teacher is terminated only if the career teacher is not qualified for certification to teach the position for which the probationary teacher is retained.
4. Career teachers holding eliminated positions will be placed in another position in which they are at the time of determination, qualified for certification, provided those areas are occupied by probationary teachers. If a career teacher is qualified for certification in a position held by a probationary teacher but does not have the necessary certificate, such career teacher must apply for the necessary certificate within fifteen (15) days after being informed and then the career teacher will be retained or the career teacher will be deemed to have refused the offer or continued employment with the Blanchard district and will be terminated. Such application with the State Department of Education for certification is to be made through the superintendent of the local school district.
5. Determination of those who are to be released is to be made in the following order. If any step does not serve to correct the condition, the order will be continued until the condition is corrected; therefore, no teacher will be released unless such action serves to correct the condition initiating the reduction policy.
 - a. Voluntary retirements, resignations, and duration of need contracts.
 - b. Certification is a retained teaching position, which is open. A career teacher with standard certification for the retained position will be retained over a career teacher with provisional certification, and a teacher with provisional certification will be retained over a teacher with temporary certification.
 - c. Seniority in the amount of continuous full-time contracted certified employment in the district, beginning on the date the employee first reported to work (meaning, a teacher who taught in the district, resigned or was terminated, and then returned to the district, will count only the number of years of service since returning to the district.
 - d. If seniority is the same for the career teachers, the date on which the Board approved the teachers for employment will be the determining factor.
 - e. Teachers shall be selected for release based upon the following criteria in priority order:
 - (1) Ratings on the TLE must fall at the effective rating of 2.80 or above
 - (2) Years of teaching experience in the retained position in district I-29
 - (3) Academic degree status
 - (4) Years of teaching experience
 - (5) Written evaluation
 - (6) Recommendation of principal and superintendent
 - f. If all of the above criteria are equal, selection will be by lot in presence of the affected teachers.
6. If a teacher is terminated because of necessity for reduction in force, that teacher will be re-hired if:
 - a. In the opinion of the Board, adequate funds are available within a one (1) year period with the continuing benefits including but not limited to tenure, sick leave not taken out of the fund increments.

- b. Staff with at least an Effective rating on the TLE - shall be recalled in reverse order of layoff.

Qualified teachers who were released will be notified of openings. In this case, the teacher will be contacted by certified mail and will have five (5) working days in which to respond.

7. If there is more than one probationary teacher in the position being reduced the criteria used for reduction will be upon the recommendation of the principal and Superintendent and the approval of the Board of Education. The administration will make its recommendation based on the needs of the district.
8. Notwithstanding anything stated here to the contrary, the Blanchard Board of Education reserves the right to select and employ all administrators.

III. INDIVIDUAL RIGHTS

3.01 PERSONNEL FILE

The Board shall maintain one official personnel file on each teacher. Such file shall be housed at the Central Administrative Office. Unofficial working files may be maintained in the office of each principal.

The file may also contain other material dealing with the performance of professional services of each teacher. If the teacher is not given a copy of the material dealing with the performance of professional services at the time it is prepared, a copy of such material will be sent to the teacher at the time of its inclusion in the official file. All material placed in the teacher's official file shall be dated and signed by both parties and the teacher will have the opportunity to respond in writing to all material placed in his/her personnel file. This response must be made within ten (10) working days of the notice of the material placed in the file. Such response will be attached to the material to which it refers. When a teacher changes buildings within the district or leaves the district, information retained in the official files of the building shall be destroyed.

A teacher may, upon request to the Superintendent, review the contents of his/her official personnel file. The teacher may also have a witness of his/her own choosing present during the review of the official file. The teacher may make copies of the material contained in the file during normal working hours. Material may be removed from the teachers' personnel file in the presence of the Superintendent under either of the following circumstances: (1) upon teacher request, five (5) years from the date of the item's introduction, or (2) at any time given mutual consent of the teacher and Superintendent.

3.02 RIGHT TO REPRESENTATION

Teachers have the right to representation of his/her choosing at all conferences with administration. When a conference dealing with issues of performance is scheduled, the Administrator shall, in writing:

- A. Give, at least, twenty-four (24) hour notice of the scheduled conference(s) except in those instances where, in the judgment of the Administrator, the seriousness of the situation requires immediate attention.
- B. Inform teacher of the specific nature of the subject to be discussed.
- C. Inform teacher of his/her right to representation.
- D. If, during a conference between an administrator and a teacher, either the administrator or the teacher feels that it would be to his/her advantage to have a witness present, he/she may adjourn the conference and it shall be rescheduled.

3.03 STAFF RELATIONS

The Board expects that the worth, dignity, and rights of the individual shall be a priority in all administration/teacher relationships.

Teachers of the Bargaining Unit and Administrators shall treat each other as professionals at all times. Their honor and integrity as educators shall receive the highest value and respect.

3.04 TEACHER RIGHTS

No teacher of the Bargaining Unit shall be harassed or discriminated against by the Board of Education, Superintendent or any other administrative officer of the District or by any employee organization, its officers or any teacher thereof because of his/her exercise or non-exercise of rights under this Contract. It shall be prohibited for an employee organization, employee or employer to impede, restrain or coerce an employer or employees in the exercise of the rights guaranteed by state law or this Contract.

Teachers shall be provided electronic access at every site to a current state law book as compiled by the State Board of Education, the negotiated Contract, Board policies, and administrative directives which affect their employment in the Blanchard School District.

3.05 GRIEVANCE PROCEDURE

The Board and the Association agree that there should be a free and open exchange of ideas leading to amicable settlement of differences.

PURPOSE

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a claim of the grievant related to alleged violations of this Agreement.

1. Definitions

- A. A “grievant” shall mean a teacher, a group of teachers, or the Association representative filing a grievance. When a grievance is being filed by more than one (1) teacher, they may file one (1) form containing the signatures of each grievant. Signatures of each grievant will be attached to the initial grievance form. The term "grievant" may also refer to the Association when a violation of items within the Contract is procedural in nature. In the event the grievant is the Association, the signature shall be that of the Association president.
- B. A “grievance” shall mean a claim that a dispute or disagreement of any kind has arisen of a negotiated item.
- C. A “party in interest” is anyone making a claim, participating in actions, or having actions taken against them.
- D. “Days” shall mean teacher employment days unless otherwise indicated. When school is not in session, “days” shall mean days when offices are open for business. If time limits are not met, the grievant may take his grievance to the next stage. If the grievant does not meet the time limits, the grievance is dropped.
- E. Time limits may be waived by mutual consent of both parties under extreme circumstances

STRUCTURE AND TIME LIMITS

- A. If any of the time limits outlined herein are not met by the grievant, the grievance shall lapse.
- B. If any of the time limits outlined herein are not met by the affected administrator, in any step, the grievant may proceed to the next higher step.
- C. The grievant may be represented at all stages of this procedure by an Association representative of his/her own choosing.
- D. This agreement does not limit the rights of an individual teacher to discuss a grievance with the proper administrators and have the problem solved without the intervention of the Association.
- E. The Board, the administration, and the Association will cooperate in any investigation of any grievance, and further will furnish such public information as is requested for the processing of any grievance.
- F. If the processing of any grievance requires a teacher or an Association representative to be released without loss of pay or benefits, payment of a substitute shall be paid by the Board or Association, determined by which party asks for release time.
- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and cannot be used in consideration to non-renew or terminate and will be kept in a grievance file.

- H. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association to speed up the operation of the grievance procedure. Costs of preparing such forms shall be borne by the Board.
- I. All articles inclusive in this document will become the master contract for all certified personnel of the District. Any change in the policies which effect wages, hours, fringe benefits, and other terms and conditions of employment of certified personnel may become items of negotiation.
- J. The grievant must be present at all stages and shall be afforded the right to representation at any conference or hearing relating to the grievance. Options for representation afforded the grievant shall include but not be limited to:
 - 1. Association teacher Rights Representative in the grievant's building;
 - 2. Association teacher in the grievant's building;
 - 3. Association teacher Rights Team teacher;
 - 4. Legal representation of the grievant's choice or
 - 5. No representation.
- K. No reprisals will be taken against any teacher, board member or administrator because of participation in this grievance procedure.
- L. When a grievance is submitted at any stage on or after May1, time limits shall consist of all weekdays, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.
- M. For appeals at levels two (2) or three (3) of this procedure documentation to be considered from the previous step must be attached to the appeal. Additional evidence to be considered must also be attached.
- N. Steps shall be followed in sequence, subject to being discontinued by grievant at any point in this procedure.

Procedure

An Association representative may join in discussions to help solve the problem if desired on the part of the grievant. If this process does not satisfy the grievant, then the grievance shall proceed as follows:

Stage 1

- A. If the grievance is not resolved through discussion, then the grievance is submitted in writing to the principal.
- B. The principal arranges for a meeting to take place in five (5) days after receiving the grievance.
- C. Within five (5) days after this meeting, the principal must provide the grievant with a written decision on the grievance. The answer shall include the reasons upon which the decision was based.

Stage 2

- A. If the grievant is not satisfied with the decision, or if no decision is given within five (5) school days after presentation, the grievant submits the grievance in writing to the Superintendent.
- B. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days after the appeal is received. Witnesses and counselors may be present by mutual consent of both parties at the hearing if they have information concerning the grievance.
- C. The Superintendent will have five (5) days to give a written decision, together with the reasons for the decision, to the grievant.

Stage 3

- A. If the grievant is not satisfied with Stage 2, or no decision is given within five (5) days after presentation to the Superintendent, the grievance may be referred by the grievant to the Board of Education.
- B. The Board will hold a hearing with the grievant at the next regularly scheduled Board meeting or at a special Board meeting called for that purpose within thirty (30) days.
- C. In this stage, neither party shall be permitted to insert any evidence that was not submitted to the other party before completion of the Stage 2 meeting. Within five (5) days after the hearing, the Board shall give a written decision on the grievance to the grievant.

Note: A copy of each completed Grievance Report Form shall be received by the affected administrator, grievant, and BACT Executive Board. (Refer to the form attached hereto as APPENDIX 9.01)

3.06 PROTECTION OF TEACHERS

Any teacher who is threatened with harm while performing his/her duties shall notify the building principal. The principal shall notify the proper authorities, if necessary, and shall provide such assistance, advice and moral support as required.

Any teacher who is unable to continue his/her contract of employment as a result of injury sustained in the reasonable performance of his/her duties from:

1. Assault by a pupil, relative of a pupil or person of the pupil's household; or
2. Injury sustained as a result of quelling or attempting to quell or stop a fight, disorder or any disturbance related to a school function or activity

shall be paid his/her full contract salary for the period of time as he/she is prevented from working as a result of injuries sustained during the performance of his/her duties up to the remainder of the contract year in which he/she was injured.

Nothing in this article should be construed to limit a teacher's right to contact law enforcement when warranted or to seek additional legal recourse, such as filing criminal charges or pursuing other criminal or civil law remedies available to the teacher.

3.07 TEACHER'S RIGHT TO DUE PROCESS

The Association and the Board agree to abide by the provisions of the "Teacher Due Process Act of 1990, (State Law 70-5-101.20, Sec. 75-85; School Law (1994), Sec. 123_132]

When an issue regarding a teacher is being investigated, the teacher shall be given the opportunity to respond to allegations during the fact-finding process and prior to the conclusion of the investigation and/or any resulting disciplinary action being determined. When a complaint is made about a teacher, the administrator will attempt to schedule a meeting with the teacher and the complainant. Anonymous complaints shall be disregarded. Disciplinary action shall not be taken on unsubstantiated anonymous complaints.

Complaints must be in writing and signed by the complainant before any action is taken. The complainant must follow the chain of command, beginning with the teacher, then the principal, the superintendent, and then the Board.

DISCIPLINE PROCEDURE (TEACHER)

The steps that will normally be followed in disciplining teachers shall include:

- 1.) Verbal reminder-the administrator within the teacher's chain of command shall hold a conference with the teacher to discuss issues of performance. No formal written documentation will be kept.
- 2) Verbal reprimand - a brief notation of time, date and incident signed by the teacher shall be placed only in the immediate administrator's working file at the site and a copy shall be given to the teacher.
- 3) Written reprimand - in accordance with Article 3.01 Personnel File.
- 4) Suspension - in accordance with Article 2.07 Suspension/Dismissal.
- 5) Dismissal - in accordance with Article 2.07 Suspension/Dismissal.

*Discipline may be initiated at any step of this procedure depending upon the severity of the incident.

3.08 DRUG TESTING

No teacher of the Bargaining Unit, other than Bus Drivers subject to Department of Transportation regulations, shall be required to be tested for the use of any drug or alcohol unless a reasonable suspicion, as defined by state law, exists.

3.09 MEDICAL MARIJUANA POLICY

The District will follow all state laws regarding this issue and the state law shall supersede all Board policy.

IV. ASSOCIATION RIGHTS AND PRIVILEGES

4.01 ASSOCIATION LEAVE

The Board shall grant four (4) days total leave to the Association to send a representative to local, state, or national conferences, meetings, or workshops, or to conduct other business pertinent to Association affairs. This leave applies to full or half/days and may be in any combination. Representatives of the Association shall be excused from their normal duties without loss of pay. A written request for such leave shall be submitted to the Superintendent. The Association will be responsible for reimbursement for the substitute's salary.

4.02 USE OF SCHOOL BUILDINGS/MAIL

The Association shall have the right to use the school building for Association meetings and/or business upon arrangement with the building administrator. Association meetings may be called during the time immediately preceding or following the students' school day with the approval of the building administrator.

The Association shall have the right to place Association related notices, circulars, and other Association material on designated bulletin boards and in teacher's mailboxes and shall have the use of the inter-school mail service. Exclusive use of bulletin board space shall be provided in the teachers' lounge or work area of each school building or work site.

4.03 AVAILABILITY OF INFORMATION

Copies of the following items will be distributed electronically or placed in the Association's mail box in the Administration Building on the same day such copies are delivered to the Board:

1. Board Agenda
2. Copy of Minutes
3. Personnel List
4. Investment report
5. Purchases
6. Other public information item

Upon written request to the District's Public Information Access Officer or Designee, access to public documents shall be provided to the Association in a timely manner in accordance with the Oklahoma Open Records Act.

4.04 PUBLICATION/DISTRIBUTION OF NEGOTIATED CONTRACT

The Association will prepare the final copy of the Master Contract within thirty (30) days following ratification by Board and Association. Utilizing school equipment and materials copies will be made and distributed to the following:

All Administration Offices 1 copy

BACT Officers and Building Representatives 1 copy

Each site library 1 copy

1 copy to any certified employee within 10 working days of receipt of written request

The Association shall provide in appropriate printable, digital format copy of the contract for posting on the District internet site, within twenty (20) days of ratification by the Association and the Board.

Upon receipt, the Board shall be responsible for publishing the contract on the Districts internet site.

4.05 ASSOCIATION BUSINESS

The Association shall have the right to conduct Association business before or after school and/or during his/her duty-free lunch, unless given express permission by the building administrator. These activities will be conducted in a manner that doesn't interfere with classroom obligations.

4.06 ASSOCIATION AGREEMENT TERMS

This agreement shall be effective upon the signing by the President of the Association and the President of the Board. The agreement shall be renewed automatically without modification unless either party shall request amendment.

If either party desires to change any provision of this agreement, such party shall notify the other not less than fifteen (15) days nor more than thirty (30) days prior to November 1st of each year. The parties agree to enter into negotiations for modification. Negotiated modifications are final when ratified by the Association and the Board.

FINAL AGREEMENT

Agreements shall be effective upon the signing by the President of the Association by the President of the Board.

Approval by the Association is required before the package is presented to the Board. Approval by the Association will be defined as that point when the Association provides the Board with written notice that the agreement has been agreed to by a majority of the Association teachers.

Approval by the Board is defined as that Board action which by official vote approves the agreement by entering such approval into the official Board minutes.

V. LEAVE PROVISIONS

5.01 SICK LEAVE

Each teacher shall be granted ten (10) days of sick leave at the beginning of each school year without the cost of the substitute or salary deduction. Unused sick leave shall accumulate up to ninety (90) days. Sick leave may be used for personal accidental injury, illness, pregnancy, or accidental injury or illness of the teacher's immediate family.

When a teacher is absent from his/her duties after sick leave is exhausted due to personal accidental injury, illness or pregnancy, the teacher shall receive full contractual pay less the amount paid to a certified substitute for an additional twenty (20) days. If all available sick leave days have been exhausted, a teacher may apply to the Board of Education for a leave of absence for the remainder of the school year.

SURVIVORS BENEFIT

The designated survivor of a professional educator who dies while under contract with Blanchard Public Schools will receive the benefits of sick leave. The professional educator must provide the school with a certified statement of beneficiary. The document will be included in the personnel file of the certified employee and it is the responsibility of the employee to request and complete a new form for any changes.

BENEFIT REQUEST

The benefits of sick leave pay must be applied for on or before the Wednesday before the last board meeting in June. Persons resigning or retiring after this date forfeit claims to benefit pay.

SICK LEAVE SHARING PROGRAMS

The sick leave sharing program for Blanchard Public School Employees will become operational beginning in September 1, 2002.

- I. Sick Leave Sharing – This program shall permit district employees to donate sick leave to a fellow district employee who is pregnant or recovering from childbirth, or who is suffering from or has a relative or household teacher suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment. An employee shall receive the donated days before being docked the cost of a certified substitute for 20 days. The sick leave sharing guidelines are as follows:
 - A. The board of education of each school district may establish a leave sharing program for all certified employees. The program shall permit certified employees to donate sick leave to a fellow certified employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household teacher suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.
 - B. As used in this section:

1. “Relative of the employee” means a spouse, child, stepchild, grandchild, grandparent, stepparent or parent of the employee;
 2. “Household teachers” means a person whom resides in the same home, who has reciprocal duties to provide financial support for one another. This term shall include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune;
 3. “Severe” or “extraordinary” means serious, extreme or life-threatening including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom; and
 4. “Certified employee” means a teacher or any full-time employee of the school district.
- C. A certified employee may be eligible to receive shared leave pursuant to the following conditions:
1. The Board of Education determines that the employee meets the criteria described in this section; and
 2. The employee has abided by District policies regarding the use of sick leave.
- D. A District employee may donate annual leave to another District employee only pursuant to the following conditions:
1. The receiving employee has exhausted, or will exhaust, only sick leave earned pursuant to ARTICLE 5:01 SICK LEAVE of this title due to pregnancy, miscarriage, childbirth and recovery therefrom, an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature, and involves the employee, a relative of the employee or household teacher;
 2. The condition has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment;
 3. The Board of Education of the District permits the leave to be shared with an eligible employee;
 4. The amount of leave to be donated is within the limits set by the Board of Education of the District; and
 5. District employees may not donate excess sick leave that the donor would not be able to otherwise take.
- E. The Board of Education of each school district shall determine the amount of donated leave an employee may receive.
- F. The Board of Education may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or healthcare practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- G. Donated sick leave is transferable between employees of different school districts in the state with the agreement of both boards of education of each school district.
- H. The receiving employee shall be paid the regular rate of pay of the employee. The sick leave received will be designated as shared sick leave and be maintained separately from all other sick leave balances.
- I. Upon retirement, a teacher with more than 75 but no more than 90 days sick leave shall have the opportunity to donate up to 15 days to an employee to the sick bank.

- J. Any donated sick leave may only be used by the recipient for the purposes specified in this section.
- K. Only sick leave earned pursuant to ARTICLE 5:01 SICK LEAVE of this title is available for use by the recipient and must be used prior to using shared sick leave.
- L. Any shared sick leave not used by the recipient during each occurrence as determined by the board of education shall be returned to the donor. The shared sick leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to the annual leave balance of each donor.
- M. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of the leave-sharing program.

II. Sick Leave Bank – The following procedures will be in effect:

- A. All employees will be eligible to participate, including administrators and teachers.
- B. The bank will be “funded” through voluntary donations which will be accepted during the current school year.
- C. Employees will be allowed to donate up to 10% of their accumulated days (one (1) to six (6) whole days annually.) Upon retirement, a teacher with more than 75 but no more than 90 days sick leave shall have the opportunity to donate up to 15 days to the sick bank.
- D. An individual may receive days from the Sick Leave Bank only after their sick days have been depleted completely. An employee can receive the donated days before being docked the cost of a certified substitute for 20 days.
- E. Sick leave from the bank will be granted by a committee including one administrator and one certified employee from each school site. These teachers shall remain anonymous. Teachers on the committee will be asked to serve for a three-year term.
- F. Vacancies will be filled by a nominee from the Negotiation team.
- G. All correspondence for sick leave shall be directed to the current president of BACT.
- H. Unused days granted to an employee for a designated medical use shall be automatically returned to the Sick Leave Bank at the end of the school year. Requests for additional days must be submitted if the medical condition persists to a new school year.

5.02 PERSONAL BUSINESS LEAVE

The Blanchard School District shall provide for all teachers a minimum of three (3) days for personal business leave, upon the written request of the teacher. Such leave shall be limited to personal business matters that cannot be conducted after school hours or on the weekend. If a certified staff member has an unforeseen or inconvenient scheduling of an appointment requiring an absence of less than one hour and the class time is covered by helping hands or community member not employed by the District, that person will not be docked leave. The district will assume the cost of hiring a substitute for the teacher taking leave. These days are non-cumulative. Unused days will be added to the teacher’s sick leave at the end of the current year.

Request for personal business leave shall be made in writing and in advance when possible; if not possible, then the written request should be filed within one day after the teacher returns to work. All written request

for personal business leave must be submitted to the appropriate building principal for approval. The notice shall include a signed statement that the day(s) was not used for personal entertainment, recreation, gainful employment, or to seek another position.

The types of situations that may qualify for personal business leave are varied and numerous. The following examples serve as guidelines:

- a. Family illness other than immediate family
- b. Emergency business transactions
 1. Loan closings
 2. Other banking matters
 3. IRS reviews
 4. Etc.
- c. Legal Matters
 1. Meetings with attorney for personal, spouse or children's business
 2. Court appearances
 3. Settling of estates
 4. Etc.
- d. Miscellaneous
 1. Attend business convention with spouse
 2. Military obligations
 3. Attendance at a school activity if son or daughter is participating
 4. Etc.

5.03 LEAVES OF ABSENCE

A teacher may upon application and approval of the Board of Education thereof be granted a leave of absence without pay. All leaves of absence, but those excepted by law, shall be for one (1) semester or one (1) contractual year or for the remainder of the semester or contractual year if the semester or year has begun. If the leave of absence requested is for the first semester, a position will not be guaranteed or created for the second semester of the same school year. Reinstatement may be approved during that time period if the services of the teacher are needed.

A teacher who has been employed by the Blanchard Public Schools at least four (4) consecutive years as a full-time contracted employee may be granted a leave of absence without pay. Leave of absence will not be granted unless the Board can find a suitable replacement.

Leaves of absence shall be requested in writing at least thirty (30) days prior to the beginning date of the leave. All leave will be effective on the morning of the date requested for such leave to begin. It shall be the obligation of the teacher to notify the Superintendent confirming the intent to accept a teaching assignment by March 15. In the case of a leave of absence for the first semester only, this notification must be made by November 15. Teachers returning from a leave of absence shall be assigned to the school and/or department from which his/her leave of absence was granted if the appropriate vacancy exists.

While a teacher is on leave of absence without pay, sick leave allowances shall not accrue, accumulated sick leave shall not diminish, and salary increments of years of teaching experience will not increase except in those cases involving military leave and/or teaching assignments that qualify as teaching experience according to the regulations of the Oklahoma State Department of Education. Provisions will be made whereby the teacher on leave of absence can arrange payment for professional organization dues and insurance programs as long as there is not a conflict with the provisions of the insurance policy.

5.04 EMERGENCY LEAVE

Emergency shall be defined as any immediate and/or unanticipated event of a personal or daily nature, which will necessitate the absence of a teacher. Emergency leave shall not exceed three (3) days per year. These days shall not be chargeable to sick leave and are non-cumulative. All requests for Emergency Leave must be in writing and submitted to the site Administrator for approval. The cost for substitutes for teachers on emergency leave will be assumed by the District.

5.05 CANCELLATION OF LEAVE DUE TO EMERGENCY SCHOOL CLOSING

When, in the opinion of the Superintendent, it is advisable to close the Blanchard Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a teacher shall be deducted.

5.06 BEREAVEMENT LEAVE

Bereavement leave shall not exceed five (5) days in case of the death of a sister, brother, grandparent or corresponding in-laws. Including not limited to niece/nephew, aunt, uncle or step-parent who are not previously specified and will be granted upon the approval of site administrator. A maximum of ten (10) days, which may or may not be consecutive, shall be allowed in case of the death of a child, grandchild, husband, wife, mother, or father. Bereavement leave may be requested for friends and shall be charged to sick leave.

5.07 MILITARY LEAVE

Teachers who are either officers or enlisted teachers of the Reserve Corps of the Army, the Navy, the Marine Corps, the Coast Guard, or another component of the National Guard shall, when ordered by the proper authority to active duty or service be entitled to a leave of absence from their employment for the period of such active service without loss of pay during the first thirty (30) days of such leave of absence.

5.08 FAMILY MEDICAL LEAVE PROVISIONS

The Blanchard Board of Education recognizes its responsibility to extend its qualifying employees protection under the Family and Medical Leave Act (“FMLA”) as defined by the United States Department of Labor, Wage, and Hour Division. You may review your rights under the FMLA at <https://www.dol.gov/whd/fmla/>.

5.09 JURY DUTY LEAVE AND COMPENSATION

If a teacher of the Bargaining Unit absent on jury duty needs a substitute, this substitute shall be paid by the District. The teacher shall incur no loss of salary and shall be entitled to keep all monies paid by the court for jury services. It is the teacher's obligation to provide a copy of the summons received requiring his/her appearance for jury duty as well as a copy of any check(s) received in order to allow the district to accurately account for the jury duty service.

A teacher shall be paid by the District for only the actual number of days of jury duty for which he/she has been reimbursed by the court. If the teacher is excused from jury duty for an entire day, he/she is expected to be at his/her assignment.

5.10 LEGAL PROCEEDINGS LEAVE

A teacher of the Bargaining Unit shall be granted on a day-to-day basis an absence, with pay, for any court appearances and legal proceedings to which he/she is summoned. The provisions of this item exclude any legal action initiated by the teacher or any action resulting from a criminal charge filed against the teacher.

The District shall grant a teacher leave for jury service or as a witness subpoenaed in a criminal, civil or juvenile proceeding and shall pay the teacher during such service the full, current contract salary.

If a teacher is required to attend legal proceedings related to his/her role as a BPS employee outside of the contractual work day/hours the district will consider compensation on a case-by-case basis to be approved or denied by the Superintendent. All documentation requested must be submitted along with the request including but not limited to a copy of the summons received requiring his/her court appearance as well as a copy of any check(s) received in order to allow the district to accurately account for the court service.

5.11 FRIENDLY-DOCK LEAVE

In the event that a teacher has exhausted personal business leave days, the Blanchard School District shall provide for all teachers a minimum of three (3) days for friendly-dock leave, at the actual cost of a non-certified substitute. These days are non-cumulative. Such leave shall be limited to unanticipated events and spouse business events on which dates cannot be rescheduled. Requests for friendly-dock leave shall be made in writing and in advance to the appropriate building principal for approval. The types of situations that may qualify for friendly-dock leave are varied and numerous; however, the appropriate principal will judge each situation on its own merit.

5.12 LEAVE INFORMATION AND RESTRICTIONS

- A. Attendance information will be available on the Employee Portal by October 15th. Leave taken will be updated monthly.

- B. Additional restrictions and requirements relating to all leave in board policy must be considered in approval and compensation for any and all requested leave.
- C. Any leave taken by the employee must be entered into the electronic time clock system the day of or the first day back from an absence and that time approved by the employee by the end of the day on Friday.

VI. WORKING CONDITIONS

6.01 WORK YEAR

The work year for all certified teachers shall be equivalent to one thousand eighty (1,080) hours of instruction to include:

- A. Two (2) parent-teacher conference days in a year. Parent-teacher conference days will be scheduled over two (2) days. A total of six (6) hours must be allotted for each conference session.
- B. The school calendar will designate days as “Possible Inclement Weather Make-Up Day or Holiday”. If a scheduled school day is missed for any reason, that day would be scheduled for the first available “Make-up day”. So long as all school sites have satisfied the state minimum required hours of instruction school will not be in session on the designated inclement weather days.
- C. In addition, teachers shall report for three (3) in-service days prior to the first day of instruction with additional service days to be scheduled in an amount sufficient to satisfy the state minimum requirement for professional development.

6.02 TEACHER DUTY DAY

Teacher duty day will be defined as thirty (30) minutes beyond the class day at the discretion of each site administrator. Teachers at all school sites will work the same number of hours. Teachers at each site must be notified in writing regarding the site expectations prior to the first day of each school year. If Administration desires to conduct a group meeting with the teachers, said meeting will not extend the teacher’s contracted duty time. Teachers unable to attend said meeting will not be disciplined by administration.

6.03 DUTY-FREE LUNCH

Each teacher shall be granted thirty (30) consecutive minutes each day for a duty-free lunch. A teacher may leave campus during his/her lunch period.

6.04 PREPARATION TIME

All teachers in grades pre-kindergarten (pre-K) through twelve (12) shall have a designated class period for preparation time each day. Preparation time shall not come before the beginning of school, after the school day, or during the designated lunch period.

6.05 DRESS CODE

Teachers of the Bargaining Unit will maintain professional dress, appropriate to their individual teaching activities and such dress shall not distract from or disrupt the instruction of students.

In situations deemed emergency by the immediate administrator, the teacher may be asked to go home and change his/her attire. If the teacher wishes to question the decision, that challenge should be made through the use of the grievance procedure.

6.06 ABSENCE-SUBSTITUTE HIRED

Each day that is necessary for a teacher of the Bargaining Unit to be absent from assigned duties, the teacher must make every effort to notify the Office Personnel at his/her designated site. Teachers shall notify appropriate personnel of the absence as soon as the need for a substitute is known.

6.07 TEACHING FACILITIES

The Board will make reasonable efforts to maintain healthy and safe conditions at each school site in compliance with applicable statutes and/or regulations. Teachers shall not be required to work under unsafe or hazardous conditions as determined by the proper regulatory authority. Teachers shall report concerns of inadequacies to the building principal. In an effort to maintain healthy and safe working conditions, the Board and/or its designated representative, shall conduct periodic walk-throughs of each building site. Any concerns that have been brought before the principal shall be addressed during and/or before the walk-through. Walk-throughs should occur no less than two times per year. Should a teacher bring a concern to the principal that involves his/her health or the health of his/her students – the Board and/or its designated representative will complete a walk-through of said building within one week of notification. Should the concern warrant immediate attention, the Board will comply with all Health and Safety regulations to remediate the problem.

Teachers shall not be required to work under unsafe or hazardous conditions as determined by proper regulatory authority, such as the Oklahoma State and Federal Departments of Health and Human Services, OSHA, local police and fire departments. Teacher concerns shall be reported in writing to his/her principal and the report shall be forwarded to the Superintendent.

All certified personnel will have limited access, outside of school hours, to facilities for support and improvement of student performance in areas relating to their field of instruction and may receive private compensation for those services.

6.08 CLASS SIZE

STATEMENT OF BELIEF ON CLASS SIZE

The Blanchard Association of Classroom Teachers in conjunction with the Administration and the Blanchard Public Schools' Board of Education recognize and agree that students learn best in smaller class size settings. We are committed to working to keep class sizes as low as possible within budgetary and personnel constraints and collaborating for resolution of concerns about student management, accommodations, and resources that result from class size compromises.

Special consideration will be given to Pre-K and Kindergarten to help maintain smaller class size.

6.09 CONFERENCES

Parental, placement, or other student related conferences may be arranged by the teacher of the Bargaining Unit or the Principal. Such conference shall, whenever possible, be scheduled during the teacher's workday. At the request of the teacher, the building principal will schedule a conference at his/her convenience. All participants in the conference shall be consulted as to time for the conference before a definite time is set.

6.10 LEAVING CAMPUS POLICY

All certified personnel should be at school during their designated working hours; however, individuals may leave the campus during the lunch period, providing they do not have a scheduled duty or assignment and they return prior to the time their duty or class resumes. Leaving campus at any other time of day should be for emergency reasons only and must be approved by the appropriate building principal.

6.11 STUDENT DISCIPLINE

Pursuant to Blanchard Board of Education Policy, Section FO; and Student Handbook Blanchard Public Schools, Authority of the School and Discipline:

Students are subject to the authority of the school and its officials. Teachers have the responsibility to insure a climate conducive to the safety and welfare of students and others in the school. They are further responsible for the learning and social development of students at school.

One of the most serious offenses students can commit is insubordination to a teacher, and any such behavior shall be dealt with most severely. Under no circumstances will disrespectful or threatening behaviors toward a teacher be tolerated.

Blanchard Public School teachers have a responsibility to the community as a whole to create an environment that is conducive to optimal learning in his/her classroom.

In accordance with the above outlined policy and in an effort to maintain the learning environment of all students, Blanchard Public Schools teachers shall have the support of its principals, superintendents, and School Board teachers to execute the discipline policy to its fullest extent.

Students whom: disobey school rules, show disrespect for any teacher or other school personnel, or who damage any school or teacher's personal property will be subject to disciplinary actions. Students who abuse a teacher (kick, hit, punch, head butt, bite, pinch, yell profanities, etc.) should be disciplined by the principal using the guidelines as outlined in the Student Handbook, and/or Board Policy to its fullest extent.

Disciplinary methods may include but are not limited to the following methods:

1. Conducting a conference with student and/or the student's parents.
2. Assigning the student to an in-school alternative placement.
3. Detention.
4. Referral to a counselor, law enforcement official or state agency.
5. The formation of a behavior contract setting forth the requirements the student will need to comply with during a probationary period to avoid a current suspension out-of-school or other penalty.
6. Changing the student's assignments.
7. Requiring a student to make financial restitution for damaged property.
8. Requiring a student to clean or straighten items or facilities damaged by the student's behavior.
9. Removal or restrictions of privileges, such as recess, off-campus lunch, parking on District property, participation in or attendance at extracurricular activities, or off-campus school activities.
10. Suspension out-of-school.
11. Probation
12. Corporal Punishment
13. Other appropriate discipline action as deemed to be appropriate from the circumstances.

Students disciplined for a violent offense directed toward a classroom teacher shall not be allowed to return to the teacher's classroom without the teacher's prior approval per occurrence.

6.12 MEETINGS

FACULTY MEETINGS

Faculty meetings should serve to convey information pertaining to the efficient and effective operation of school activities, including professional enhancement activities and will be conducted during the workday.

ADMINISTRATION MEETINGS

Meetings scheduled after the teacher workday defined are optional and teachers cannot be required to attend.

6.13 SCHOOL CALENDAR

Prior to January thirteenth (13th) of each school year, the Association may provide input to the Superintendent regarding the school calendar for the ensuing year. If such input is provided, the Superintendent shall consider the Association's input before making his/her recommendation to the Board, and shall also forward the Association's recommendation to the Board.

VII. BENEFITS:

7.01 SICK LEAVE ACCUMULATION REIMBURSEMENT

Reimbursement for accumulated sick leave shall be provided for all teachers of the Bargaining Unit.

At the end of each school year, each teacher will receive twenty (20) dollars for each day of the current year's unused sick leave that is in excess of ninety (90) days of accumulated leave, to be paid with the summer warrants.

Upon retirement, as per state retirement plan, each teacher shall be paid at the rate of fifty (50) dollars per day for all sick leave accumulated up to a maximum of seventy-five (75) days.

Teachers leaving the District may be paid for accumulated sick leave up to a maximum of seventy-five (75) days. Teachers must have consecutive years' experience in the District of at least four (4) years before becoming eligible to receive pay for accumulated sick leave. This policy will not apply to teachers who have less than four (4) consecutive years of teaching experience within the District or teachers who elect to have their accumulated sick leave transferred to another school district.

Teachers will be paid for accumulated sick leave as follows:

1. With 4 years, but less than 10 years, \$25 per day.
2. With 10 years, but less than 20 years, \$40 per day.
3. With 20 years or more, \$50 per day. Accumulated sick leave, up to sixty (60) days, will be transferred when a teacher leaves employment within the District and secures employment in another school district in Oklahoma.
4. If a teacher has retired and returns to work, total compensation between the two reimbursements shall not exceed \$3750.00.

A teacher may elect to be compensated for accumulated sick leave as described above or may elect to transfer unused sick leave days but may not do both. This policy will not apply to teachers leaving the system who have been terminated or whose contracts have not been renewed because of not being rehired or dismissed. However, this will apply to teachers who are leaving because of reduction in force.

7.02 RETIREMENT CONTRIBUTION

The percentage will be determined at the discretion of the Board and will not exceed 100% of the teachers' OTRS contribution. In determining the percentage, the Board, among other things, will take into account the increased recurring revenue dedicated to operational costs.

7.03 SOCIAL SECURITY

The Board shall maintain social security coverage for each teacher of the Bargaining Unit.

7.04 WORK RELATED INJURY

The Board shall provide worker's compensation coverage for each teacher in Blanchard Public Schools.

When a teacher of the Bargaining Unit is off work because of a work-related injury, that teacher:

- A. May, at his/her option, supplement temporary total disability benefits by the use of any sick leave or personal business leave or fractional use thereof, available to the injured teacher to the extent that the injured teacher shall receive full wages during the teacher's temporary absence.
- B. Shall draw, if eligible, Workers' Compensation until the teacher is certified to return to work or has exhausted Workers' Compensation benefits.
- C. Shall use sick leave benefits according to provisions made in ARTICLE 5.01: SICK LEAVE in the event that the teacher has exhausted Worker's Compensation benefits and is not certified to return to work.
- D. A teacher who is injured as a result of assault or battery while the teacher is in the performance of any duty as an education employee shall be entitled to leave from employment as governed by Worker's Compensation provisions. This leave shall be granted without loss of leave benefits to the teacher.

7.05 UNEMPLOYMENT COMPENSATION

The Board shall maintain unemployment compensation coverage for each teacher of the Bargaining Unit.

7.06 BENEFITS and VOLUNTARY DEDUCTIONS

HEALTH INSURANCE

Each teacher who participates in the district's health insurance plan shall receive the full cost of the HealthChoice High monthly premium regardless of which plan is chosen. If the chosen plan is higher than HealthChoice High. The teacher will pay the difference in premium. If it is less, the teacher will receive the difference in their regular check. Each teacher who does not participate in the district's health insurance plan shall receive the monthly sum of sixty-one dollars and seventy-one cents (\$69.71) in lieu of the monthly premium amounts, as per state law. (If state law changes the amount will change accordingly.)

DENTAL AND VISION INSURANCE

- 1/2 of the employees' dental premium, if elected
- 1/2 of the employees' vision premium, if elected

The Board will continue to pay one-half (1/2) of the members' premium for dental and vision insurances.

- A \$15,000 life insurance policy

A \$15,000 life insurance policy is provided to all contracted employees, subject to benefit reduction at age 70 (65% paid) and again at age 75 (50% paid), as per the industry standard.

- Teacher's retirement on additional monies, i.e., Extra Duty, stipends, overtime, etc.

While Teacher's Retirement is considered by the state of Oklahoma to be part of the state minimum salary, it shall be separated and paid as a benefit to the contracted teacher, thereby allowing retirement to be paid on the retirement "benefit". As well, the school shall pay retirement on true fringe benefits and on any additional monies paid to our employees eligible for said benefit as per state of Oklahoma and TRS of OK regulations, which exclude bonuses, pay for sick leave, professional dues, etc.

CAFETERIA PLAN

Teachers may direct compensation via payroll deduction to programs available in the section 125 Cafeteria Plan. These options currently include:

- Group-term Life Insurance
- Whole Life Insurance
- Short Term Disability Insurance
- Cancer & Dread Disease Insurance
- Critical Illness Insurance
- Accident Insurance
- Unreimbursed Medical

ANNUITIES

Employees are eligible to participate in a 403(b) or 457(b) annuity plan if they so choose.

401(a) MATCHING FUNDS

Blanchard Public Schools will match funds deposited by certified personnel into a payroll deducted 401a account up to a maximum of twenty-five (25) dollars per month. This is an optional program for certified personnel. There will be a three (3) year vesting period for certified personnel enrolled in the program. Certified personnel who leave the district prior to the end of the three (3) year vesting period shall not receive the matching funds deposited into the 401a; however, they are entitled to their deposited portion. The only exception to this vesting period is for certified personnel who retire from the district prior to the end of the vesting period. If funds are not available, the plan will be reviewed by the Blanchard Board of Education and the BACT and may be discontinued.

CONTINUATION OF BENEFITS DURING LEAVE OF ABSENCE

If the selected plan permits, the Board and the Association further agree that a teacher may continue his/her Cafeteria Plan and Annuity contributions during an approved leave of absence, provided the teacher makes full premium payments. Contact Human Resources for more information.

PAYROLL DEDUCTIONS

In addition to those deductions required by state and federal law, each teacher of the Bargaining unit may, upon written authorization, initiate the following payroll deductions:

- A. Oklahoma Educators Credit Union;
- B. School approved health, hospital, life, cancer, dental, and vision insurance;
- C. Annuities;
- D. OEA/NEA Fund contributions;

VIII. COMPENSATION

8.01 REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILE

Each teacher of the Bargaining Unit required by assignment to travel from building to building during the school day shall be paid for the use of a personal automobile. Compensation shall be calculated on the current prevailing IRS per mile rate.

Any assignments requiring mileage reimbursement must have prior authorization of the respective Superintendent and administrator whose budget is affected. Claims should be compiled and submitted at the end of each academic quarter.

8.02 PAYROLL

Teachers shall be paid on the fifteenth (15th) of each month and the last day of the month. The first few pay dates of each year may vary in accordance with the requirements of State Law. If a regular pay date occurs on a weekend or holiday, teachers shall be paid on the last workday prior to the weekend or holiday within which the pay date occurs.

The Board shall, upon authorization from the teacher, make arrangements for payroll deduction for United Teaching Profession Dues (including the dues for Blanchard Association of Classroom teachers), annuities, school approved health insurance, teachers' retirement, life insurance, and cancer insurance.

Teachers wishing to cancel any part of their payroll deduction options may do so by giving notice to the payroll clerk of the district at least two (2) weeks prior to the next payroll deadline date. Teachers may elect to participate in any Optional Fringe Benefit Program to be paid out of the teachers' contract salary. The Board authorizes the Superintendent to pay the certified staff on a twelve-month pay schedule.

SUMMER WARRANTS

The June summer warrants will be issued at checkout time, and the July and August warrants will be issued by June 30th.

8.03 COMPENSATION

The compensation of all persons covered by this contract is set forth in APPENDIX 9.02 which is attached hereto and made a part hereof.

- A. Each new teacher of the Bargaining Unit hired prior to contract ratification in a school year shall be placed on the compensation schedule commensurate with the returning teachers.
- B. Upon ratification, all teachers shall be moved to the placement for which they are qualified for the current contract year.
- C. Any encumbrances in addition to the compensation schedule shall be in accordance with this article or ARTICLE 8.06: SUPPLEMENTAL COMPENSATION SCHEDULE.
- D. The current State Minimum Teacher Salary Schedule shall be implemented. Additional salary columns (Bachelor + 10, Bachelor + 20, Masters + 10, Masters + 20, Masters + 30, Masters + 40) shall be retained at the same increments within the state schedule as in previous years.
- E. All employees without previous teaching experience shall be placed on step 0.
- F. All employees with teaching experience within the State of Oklahoma shall be given full credit for that experience, as verified by state records, and placed on the appropriate step.
- G. All employees with teaching experience outside the State of Oklahoma shall be credited with that experience and shall be placed on the appropriate step.
- H. To the extent approved by the Oklahoma State Board of Education, all employees shall receive credit for one year of teaching experience for the following: each year of active service in an armed force of the United States or alternate civilian service required by the Selective Service System; each year in the Peace Corps, VISTA, or the National Teacher Corps, and for any type of service recognized by the Oklahoma State Board of Education for certification and salary increments.
- I. All employees shall be placed on the appropriate degree, classification, as verified by official records, such as a college transcript. Hours added to bachelors and masters need to be completed chronologically after the bachelors or masters are completed.
- J. A teacher who has earned an advanced degree (or additional credit hours) must present appropriate documentation (i.e. transcript, letter from the university official, etc.) by September fifteenth (15th) in order to qualify for movement on the salary schedule for the beginning of the current year. Documentation provided after September fifteenth (15th) will qualify the teacher for movement for the ensuing semester. A teacher must present appropriate documentation of advanced degree (or additional credit hours) by January fifteenth (15th) in order to qualify for movement on the salary schedule for the beginning of the second semester. Documentation provided after January fifteenth (15th) will qualify the teacher for movement for the ensuing year.
- K. All employees shall be placed at the appropriate step in accordance with these provisions at the beginning of the contract year.

- L. Employees on extended contracts shall receive their normal per diem rate (annual salary schedule rate divided by 175) for each day employed. Employees working in state or federally mandated programs shall receive additional compensation as stipulated by the governing agency.
- M. Teachers who volunteer to perform lunch duty during their regularly scheduled duty-free lunchtime shall be compensated at the current rate of \$15 per lunch period.
- N. National Board-Certified teachers who are teachers of the bargaining unit who do not receive the annual \$5,000 stipend from the State of Oklahoma will receive a \$1,000 stipend, minus FICA and benefits costs.

8.04 SUPPLEMENTAL ASSIGNMENT COMPENSATION

A teacher of the Bargaining Unit who accepts a supplemental assignment shall be compensated. Compensation for all supplemental assignments shall be based on APPENDIX 9.03: SUPPLEMENTAL COMPENSATION SCHEDULE attached hereto and made a part hereof. Teachers shall start to receive supplemental pay (extra duty pay) immediately after their official report date back to work.

Certified staff may elect to receive Supplemental Compensation based on two payments options.

- A. Single payment at the end of the contract year.
- B. Payment divided equally among all pay periods.

Upon contract ratification, it is the responsibility of the Board of Education to notify Administrators of changes in pay ranges for Supplemental Compensation.

Upon assignment of supplemental compensation amounts, the administrator will notify BACT President of changes in compensation or number of recipients so that appropriate changes to the Supplemental Compensation Schedule can be documented.

Administrators will notify appropriate Human Resource personnel so that individual compensation for payroll purpose can be documented.

8.05 ONE-TIME INCENTIVE PAY

The Board, in its discretion, may award one-time incentive pay to all teachers of the Bargaining Unit. In the event the Board awards one-time incentive pay, such pay shall not be considered compensation under Oklahoma Statute title 70 Section 18-114.9.

Certified staff, also under contract in a Support Position (over and above their teaching assignment) shall be paid a stipends equal to those received by non-certified personnel serving in the same job description.

If stipends are awarded to certified and support personnel, those serving in dual roles shall receive a single stipend in the greater amount.

Appendices

- 1. Grievance Form**
- 2. Compensation Schedule**
- 3. Supplemental Compensation Schedule**
- 4. Procedural Agreement**
- 5. Teacher as Substitute Timesheet**
- 6. Mileage Log**
- 7. Application for Transfer within District**
- 8. Certified Employee Beneficiary of
Survivor Benefits**
- 9. Personal Leave**

Blanchard Public Schools / Blanchard Association of Classroom teachers Grievance Form

Stage (check one): One _____ Two _____ Three _____

Name of Grievant _____ Assignment _____

Site _____

Date of Occurrence giving rise to the Grievance _____

Contract article(s) allegedly violated _____

Statement of Grievance _____

Relief Sought _____

Signature of Grievant _____ Date _____

Decision and Supporting Reason(s) (If additional space is needed to complete any portion(s) of this form, attach and properly identify additional pages.) _____

Signature and Title _____ Date _____

Grievant is satisfied with the disposition of grievance at this level Yes _____ No _____

Signature of Grievant _____ Date _____

Appendix A - Page 1 of 3

2021-2022 Salary Schedule - Blanchard Schools

Retirement Offset as per TRS website	Years Experience	Bachelors Degree	Retirement	Bachelors	Bachelors plus 10	Retirement	Bachelors	Bachelors plus 20	Retirement	Bachelors
				Degree base + ret.			plus 10 base + ret			plus 20 base + ret
60.15	0	36085	2716	38801	36185	2724	38909	36285	2731	39016
103.41	1	36489	2746	39235	36589	2754	39343	36688	2762	39450
145.65	2	36892	2777	39669	36993	2784	39777	37092	2792	39884
188.15	3	37297	2807	40104	37397	2815	40212	37497	2822	40319
233.33	4	37700	2838	40538	37801	2845	40646	37900	2853	40753
278.76	5	38139	2871	41010	38240	2878	41118	38339	2886	41225
325.26	6	38570	2903	41473	38670	2911	41581	38770	2918	41688
372.82	7	39001	2936	41937	39102	2943	42045	39201	2951	42152
421.44	8	39432	2968	42400	39532	2976	42508	39632	2983	42615
471.12	9	39863	3000	42863	39963	3008	42971	40063	3015	43078
521.87	10	40812	3072	43884	40913	3079	43992	41012	3087	44099
573.67	11	41271	3106	44377	41371	3114	44485	41471	3121	44592
626.54	12	41729	3141	44870	41830	3148	44978	41929	3156	45085
680.48	13	42188	3174	45362	42287	3183	45470	42387	3190	45577
735.47	14	42645	3210	45855	42745	3217	45962	42845	3225	46070
791.53	15	43121	3246	46367	43222	3253	46475	43321	3261	46582
848.65	16	43580	3280	46860	43680	3288	46968	43780	3295	47075
906.83	17	44038	3315	47353	44139	3322	47461	44238	3330	47568
966.07	18	44497	3349	47846	44597	3357	47954	44697	3364	48061
1026.38	19	44955	3384	48339	45056	3391	48447	45155	3399	48554
1087.75	20	45432	3420	48852	45533	3427	48960	45632	3435	49067
1150.18	21	45891	3454	49345	45991	3462	49453	46091	3469	49560
1213.68	22	46350	3489	49839	46451	3496	49947	46550	3504	50054
1278.23	23	46809	3523	50332	46909	3531	50440	47009	3538	50547
1343.85	24	47267	3558	50825	47368	3565	50933	47467	3573	51040
1410.53	25	48592	3657	52249	48692	3665	52357	48792	3672	52464
1410.53	26	49050	3692	52742	49150	3700	52850	49250	3707	52957
1410.53	27	49509	3726	53235	49609	3734	53343	49708	3742	53450
1410.53	28	49967	3761	53728	50067	3769	53836	50167	3776	53943
1410.53	29	50426	3795	54221	50526	3803	54329	50625	3811	54436
1410.53	30	50884	3830	54714	50984	3838	54822	51084	3845	54929
1410.53	31	51343	3864	55207	51443	3872	55315	51542	3880	55422
1410.53	32	51801	3899	55700	51901	3907	55808	52001	3914	55915
1410.53	33	52259	3934	56193	52360	3941	56301	52459	3949	56408

Appendix A - Page 2 of 3

2021-2022 Salary Schedule - Blanchard Schools

Retirement Offset as per TRS website	Years Experience	Masters Degree	Retirement	Masters base + ret.	Masters plus 10	Retirement	Masters plus 10 base + ret	Masters plus 20	Retirement	Masters plus 20 base + ret
60.15	0	37378	2813	40191	37478	2821	40299	37578	2828	40406
103.41	1	37781	2844	40625	37882	2851	40733	37981	2859	40840
145.65	2	38185	2874	41059	38285	2882	41167	38385	2889	41274
188.15	3	38589	2905	41494	38690	2912	41602	38789	2920	41709
233.33	4	38993	2935	41928	39093	2943	42036	39193	2950	42143
278.76	5	39432	2968	42400	39532	2976	42508	39632	2983	42615
325.26	6	39863	3000	42863	39963	3008	42971	40063	3015	43078
372.82	7	40294	3033	43327	40395	3040	43435	40494	3048	43542
421.44	8	40725	3065	43790	40825	3073	43898	40925	3080	44005
471.12	9	41156	3098	44254	41257	3105	44362	41356	3113	44469
521.87	10	42564	3204	45768	42665	3211	45876	42764	3219	45983
573.67	11	43023	3238	46261	43123	3246	46369	43223	3253	46476
626.54	12	43481	3273	46754	43582	3280	46862	43680	3289	46969
680.48	13	43940	3307	47247	44040	3315	47355	44140	3322	47462
735.47	14	44397	3342	47739	44498	3349	47847	44597	3357	47954
791.53	15	44874	3378	48252	44975	3385	48360	45074	3393	48467
848.65	16	45333	3412	48745	45433	3420	48853	45617	3434	49051
906.83	17	45791	3447	49238	45892	3454	49346	45991	3462	49453
966.07	18	46251	3481	49732	46350	3489	49839	46450	3496	49946
1026.38	19	46708	3516	50224	46800	3523	50323	46906	3533	50439
1087.75	20	47186	3552	50738	47287	3559	50846	47386	3567	50953
1150.18	21	47645	3586	51231	47745	3594	51339	47843	3603	51446
1213.68	22	48103	3621	51724	48204	3628	51832	48303	3636	51939
1278.23	23	48563	3655	52218	48663	3663	52326	48763	3670	52433
1343.85	24	49021	3690	52711	49122	3697	52819	49221	3705	52926
1410.53	25	50379	3792	54171	50479	3800	54279	50579	3807	54386
1410.53	26	50838	3826	54664	50938	3834	54772	51037	3842	54879
1410.53	27	51296	3861	55157	51396	3869	55265	51496	3876	55372
1410.53	28	51754	3896	55650	51855	3903	55758	51954	3911	55865
1410.53	29	52213	3930	56143	52313	3938	56251	52413	3945	56358
1410.53	30	52671	3965	56636	52772	3972	56744	52872	3979	56851
1410.53	31	53130	3999	57129	53230	4007	57237	53330	4014	57344
1410.53	32	53588	4034	57622	53687	4043	57730	53788	4049	57837
1410.53	33	54047	4068	58115	54157	4075	58223	54246	4083	58330

Appendix A - Page 3 of 3

2021-2022 Salary Schedule - Blanchard Schools

Retirement Offset as per TRS website	Years of Experience	Masters plus 30	Retirement	Masters plus 30 base + ret.	Masters plus 40	Retirement	Masters plus 40 base + ret	Doctorates	Retirement	Doctorates base + ret
60.15	0	37678	2836	40514	37778	2843	40621	38670	2911	41581
103.41	1	38082	2866	40948	38181	2874	41055	39074	2941	42015
145.65	2	38485	2897	41382	38585	2904	41489	39478	2971	42449
188.15	3	38862	2925	41787	38989	2935	41924	39882	3002	42884
233.33	4	39293	2958	42251	39393	2965	42358	40286	3032	43318
278.76	5	39732	2991	42723	39832	2998	42830	40995	3065	44060
325.26	6	40163	3023	43186	40262	3031	43293	41156	3098	44254
372.82	7	40594	3056	43650	40694	3063	43757	41587	3130	44717
421.44	8	41024	3089	44113	41125	3095	44220	42017	3163	45180
471.12	9	41457	3120	44577	41556	3128	44684	42449	3195	45644
521.87	10	42865	3226	46091	42998	3236	46234	44775	3370	48145
573.67	11	43321	3263	46584	43423	3268	46691	45233	3405	48638
626.54	12	43782	3295	47077	43881	3303	47184	45692	3439	49131
680.48	13	44240	3330	47570	44340	3337	47677	46150	3474	49624
735.47	14	44698	3364	48062	44797	3372	48169	46608	3508	50116
791.53	15	45175	3400	48575	45274	3408	48682	47086	3544	50630
848.65	16	45633	3435	49068	45734	3442	49176	47544	3579	51123
906.83	17	46092	3469	49561	46191	3477	49668	48003	3613	51616
966.07	18	46550	3504	50054	46650	3511	50161	48461	3648	52109
1026.38	19	47009	3538	50547	47108	3546	50654	48920	3682	52602
1087.75	20	47487	3574	51061	47586	3582	51168	49399	3718	53117
1150.18	21	47945	3609	51554	48045	3616	51661	49857	3753	53610
1213.68	22	48404	3643	52047	48503	3651	52154	50316	3787	54103
1278.23	23	48863	3678	52541	48963	3685	52648	50775	3822	54597
1343.85	24	49322	3712	53034	49421	3720	53141	51234	3856	55090
1410.53	25	50679	3815	54494	50779	3822	54601	52633	3962	56595
1410.53	26	51138	3849	54987	51237	3857	55094	53092	3996	57088
1410.53	27	51596	3884	55480	51696	3891	55587	53550	4031	57581
1410.53	28	52055	3918	55973	52154	3926	56080	54009	4065	58074
1410.53	29	52513	3953	56466	52613	3960	56573	54467	4100	58567
1410.53	30	52972	3987	56959	53071	3995	57066	54926	4134	59060
1410.53	31	53430	4022	57452	53530	4029	57559	55384	4169	59553
1410.53	32	53889	4056	57945	53988	4064	58052	55843	4203	60046
1410.53	33	54347	4091	58438	54447	4098	58545	56301	4238	60539

IV. APPENDIX

9.03 SUPPLEMENTAL COMPENSATION SCHEDULE

Person(s)	Range	Contract Amount	Position	No. Of
POSITION		No. of PERSON(S)	RANGE	CONTRACT AMOUNT
ARCHERY HEAD COACH		1	\$1000-4000	3,000
ARCHERY ASSISTANT		1	\$500	500
ATHLETIC				
ATHLETIC DIRECTOR		1	\$5000-10000	9,000
ATHLETIC TRAINER		EACH	\$2000-3000	*2,000
BASEBALL				
BASEBALL HS HEAD COACH		EACH	\$4000-12000	10,000
BASEBALL HS ASSISTANT(S)		EACH	\$1000-6000	4,000
BASEBALL HS ASSISTANT(S)			\$1000-6000	*6,000
BASEBALL HS ASSISTANT(S)			\$1000-6000	3,000
BASEBALL HS ASSISTANT(S)			\$1000-6000	*2,000
BASEBALL 9TH HEAD COACH		EACH	\$1200-4000	*3,000
BASEBALL MS/JV HEAD COACH		EACH	\$1200-4000	2,500
BASEBALL MS/JV ASSISTANT(S)		EACH	\$1000-2000	-
MS/JV ASSISTANT 8th				1,200
MS/JV ASSISTANT 7th				1,000
BASKETBALL				
BASKETBALL HS BOYS HEAD COACH		EACH	\$4000-12000	8,000
BASKETBALL HS GIRLS HEAD COACH		EACH	\$4000-12000	8,000
BASKETBALL HS ASSISTANT(S)		EACH	\$1000-6000	-
HS ASSISTANT BOYS			\$1000-6000	3,500
HS ASSISTANT Girls			\$1000-6000	*3,500
BASKETBALL 9TH HEAD COACH		EACH	\$1200-4000	2,000
BASKETBALL 9TH ASSISTANT(S)		EACH	\$1000-2000	1,000
BASKETBALL 8TH HEAD COACH		EACH	\$1200-4000	-
8TH HEAD COACH BOYS			\$1200-4000	*2,500
8TH HEAD COACH GIRL			\$1200-4000	2,500
BASKETBALL 7TH HEAD COACH		EACH	\$1200-4000	-
*7TH HEAD COACH BOYS			\$1200-4000	2,500
*7TH HEAD COACH GIRLS			\$1200-4000	2,500
BASKETBALL MS ASSISTANT(S)		EACH	\$1000-2000	-
CHEERLEADING				
CHEERLEADING HS HEAD COACH		EACH	\$4000-12000	8,000
CHEERLEADING HS ASSISTANT		EACH	\$1000-2000	-
CHEERLEADING MS/JV HEAD COACH		EACH	\$2000-4000	4,000
CHEERLEADING MS/JV ASSISTANT		EACH	\$1000-2000	-
CROSS COUNTRY HEAD COACH BOYS		1	\$800-5200	1,500
CROSS COUNTRY HEAD COACH GIRLS		1	\$800-5200	1,500

CROSS COUNTRY ASSISTANT	EACH	\$600-2000	-
FOOTBALL HS HEAD COACH	1	\$4000-13000	11,000
FOOTBALL HS ASSISTANT #1		\$1000-6000	5,500
FOOTBALL HS ASSISTANT #2		\$1000-6000	4,500
FOOTBALL HS ASSISTANT #3		\$1000-6000	4,000
FOOTBALL HS ASSISTANT #4		\$1000-\$6000	3,000
FOOTBALL HS ASSISTANT DEF. COORD.		\$1000-6000	5,500
FOOTBALL HS ASSISTANT OFF. COORD.		\$1000-6000	5,500
FOOTBALL 9TH HEAD COACH		\$2000-4000	*2,000
FOOTBALL 9TH ASSISTANT		\$1000-2000	2,000
FOOTBALL 8TH HEAD COACH		\$2000-4000	2,000
FOOTBALL 7TH HEAD COACH		\$2000-4000	2,000
FOOTBALL MS ASSISTANT(S)	EACH	\$1000-\$2000	-
*FB 7TH			*1,000
*FB 7TH/8TH			2,000
*FB 7TH/8TH			1,000
*FB 7TH/8TH			1,000
*FB 7TH/8TH			1,000
*FB 7TH/8TH			1,000
*FB 8TH			*1,000
GOLF HS HEAD COACH	EACH	\$1000-4000	1,500
POM HEAD COACH	EACH	\$4000-12000	4,500
POM ASSISTANT(S)	EACH	\$1000-2000	-
SOFTBALL FASTPITCH HS HEAD COACH	EACH	\$4000-12000	5,500
SOFTBALL FASTPITCH HS ASSISTANT(S)	EACH	\$1000-6000	3,000
SOFTBALL FASTPITCH MS HEAD COACH	EACH	\$1200-4000	2,500
SOFTBALL FASTPITCH MS ASSISTANT(S)	EACH	\$1000-2000	1,000
SOFTBALL SLOWPITCH HS HEAD COACH	EACH	\$4000-12000	4,000
SOFTBALL SLOWPITCH HS ASSISTANT(S)	EACH	\$1000-6000	3,000
SOFTBALL SLOWPITCH MS HEAD COACH	EACH	\$1200-4000	3,000
SOFTBALL SLOWPITCH MS ASSISTANT(S)	EACH	\$1000-2000	-
TRACK HS BOYS HEAD COACH	EACH	\$800-5200	2,500
TRACK HS GIRLS HEAD COACH	EACH	\$800-5200	2,500
TRACK HS ASSISTANT(S)	EACH	\$600-2000	600
TRACK MS HEAD COACH	EACH	\$600-2000	-
MS HEAD BOYS		\$600-2000	1,500
MS HEAD GIRLS		\$600-2000	1,500

TRACK MS ASSISTANT(S)	EACH	\$500-1500	500
VOLEYBALL HS			
VOLLEYBALL HS HEAD COACH	1	\$4000-12000	4,500
VOLLEYBALL HS ASSISTANT	1	\$1000-6000	*2000
VOLLEYBALL JH HEAD COACH	1	\$1200-4000	2,000
VOLLEYBALL JH ASST COACH	1	\$500-1500	*1,200
WEIGHTLIFTING HS			
WEIGHTLIFTING HS HEAD COACH	EACH	\$1000-6000	2,300
WEIGHTLIFTING HS ASSISTANT(S)	EACH	\$600-2000	2,000
WEIGHTLIFTING MS/JV HEAD COACH	EACH	\$1000-4000	1,500
WEIGHTLIFTING MS/JV ASSISTANT(S)	EACH	\$600-2000	1,000
WRESTLING HS			
WRESTLING HS HEAD COACH	EACH	\$4000-12000	6,000
WRESTLING HS ASSISTANT(S)	EACH	\$1000-6000	2,000
WRESTLING MS HEAD COACH	EACH	\$1200-4000	3,000
WRESTLING MS ASSISTANT(S)	EACH	\$800-2000	1,500
WRESTLING MS ASSISTANT(S)	EACH	\$800-2000	*1,000
ACADEMIC TEAM			
ACADEMIC TEAM HS	1	\$500-2500	2,500
ACADEMIC TEAM HS ASSISTANT	1	\$500-1000	-
ACADEMIC TEAM 6/8TH	1	\$500-1500	1,000
ACADEMIC TEAM 7TH	1	\$500-1500	500
MULTICULTURAL CLUB	1	\$200	200
BAND			
BAND DIRECTOR	1	\$4000-12000	10,000
BAND ASSISTANT	1	\$2000-7000	6,000
SENIOR ACTIVITY COORDINATOR	EACH (3)	\$500-1500 *Maximum combined compensation shall not exceed \$3300	
SENIOR ACTIVITY COORDINATOR 1			0 (position filled by admin and compensated \$0 on this schedule)
SENIOR ACTIVITY COORDINATOR 2			1,300
SENIOR ACTIVITY COORDINATOR 3			700
CLASS SPONSOR JUNIOR CLASS	1	\$300	300
PROM COORDINATOR	1	\$500-1500	1,500
JUNIOR CLASS ASSISTANT SPONSOR	EACH	\$300	300
CLASS SPONSOR SOPHOMORE CLASS	1	\$300	300
CLASS SPONSOR FRESHMAN CLASS	1	\$300	300
CLASS SPONSOR 8TH GRADE CLASS	1	\$200	200
CLASS SPONSOR 7TH GRADE CLASS	1	\$200	200
CLASS SPONSOR 6TH GRADE CLASS	1	\$200	200
CLASS SPONSOR 5TH GRADE CLASS	1	\$200	200
CLASS SPONSOR 4TH GRADE CLASS	1	\$200	200
CLASS SPONSOR 3RD GRADE CLASS	1	\$200	200

CLASS SPONSOR 2ND GRADE CLASS	1	\$200	200
CLASS SPONSOR 1ST GRADE CLASS	1	\$200	200
CLASS SPONSOR KINGERGARTEN CLASS	1	\$200	200
CLASS SPONSOR PRE-K CLASS	1	\$200	200
LEAD TEACHER SPECIALS CLASSES	1	\$200	200
COUNSELOR HS 11TH-12TH		3%-7% YEARLY SALARY PLUS 15 DAYS	7%
COUNSELOR HS 11TH-12TH		15 DAYS	
COUNSELOR HS 9TH-10TH		3%-7% YEARLY SALARY PLUS 15 DAYS	5%
COUNSELOR HS 9TH-10TH		15 DAYS	
COUNSELOR MS		3%-7% YEARLY SALARY PLUS 10 DAYS	5%
COUNSELOR MS		15 DAYS	
COUNSELOR INTER.		3%-7% YEARLY SALARY PLUS 10 DAYS	5%
COUNSELOR INTER.		10 DAYS	
COUNSELOR ELEM.	EACH	3%-7% YEARLY SALARY PLUS 10 DAYS	5%
COUNSELOR ELEM.		10 DAYS	
ESPORTS	1	\$300	300
FFA DIRECTOR	1	\$500-1500	1,000
HS FCCLA SPONSOR	1	\$500-1500	1,500
MS FCCLA SPONSOR	1	\$500-1500	500
GIFTED/TALENTED COORDINATOR HS	1	\$500-1500	1,000
GIFTED/TALENTED COORDINATOR MS	1	\$500-1500	1,000
GIFTED/TALENTED COORDINATOR INT	1	\$500-1500	1,000
GIFTED/TALENTED COORDINATOR ELEM	1	\$500-1500	1,000
HOMECOMING COORDINATOR	EACH (2)	\$300-600	600 (one position filled by admin and compensated \$0 on this schedule)
HONOR SOCIETY HS	1	\$500-1000	1,000
HONOR SOCIETY MS	1	\$300-500	500
MENTOR TEACH	EACH	\$0-500	500
PROFESSIONAL DEVELOPMENT CHAIRPERSON	1	\$0-500	500
SPEECH/DRAMA	1	\$600-2000	600
HS ROBOTICS HEAD COACH	1	\$1000-2000	1,500
HS ROBOTICS ASSISTANT	1	\$1000-2000	1,000

MS ROBTICS COACH	1	\$1000-2000	1,500
SADD SPONSOR	1	\$300	300
SAGA CLUB SPONSOR	1	\$300	300
SITE TEST COORDINATOR		\$500-1500	1,000
SITE TEST COORDINATOR		\$500-1500	1,000
SITE TEST COORDINATOR		\$500-1500	1,000
SECONDARY SITE TEST COORDINATOR		\$500-1500	1,000
SPANISH III (ELEM. SPANISH COOR.)	1	\$300-1500	-
SPECIAL OLYMPIC SPONSOR	1	\$500-1500	1,250
STUDENT COUNCIL HS	EACH (2)	\$1000-2000	2,000 (one position being filled by admin and compensated \$0 on this schedule)
STUDENT COUNCIL MS	EACH	\$500-1000	750
VOCAL MUSIC	1	\$2000-5000	5,000
YEARBOOK HS	1	\$2000-4500	4,500
YEARBOOK HS ASSISTANT	1	\$1500-3000	-
YEARBOOK MS	EACH	\$500-1500	1,500
YEARBOOK MS ASST.	EACH	\$500-1500	-
YEARBOOK INTER.	EACH	\$500-1500	0 (currently filled by support staff: \$1,500)
YEARBOOK ELEM.	EACH	\$500-1500	1,000

BLANCHARD PUBLIC SCHOOLS
BLANCHARD ASSOCIATION OF CLASSROOM TEACHERS
PROCEDURAL AGREEMENT

I. PURPOSE

- 1.1 It is the purpose of this procedural agreement to establish policies to ensure a professional working relationship between the Board and the Association. It is the intent of this agreement to promote maximum utilization of the experience and abilities of all parties concerned and to bind all parties concerned to agreements made in accordance with Section VII of this procedural agreement.

II. AGREEMENT

- 2.1 This agreement is made and entered into this 20th day of August, 1991 by and between the Blanchard Association of Classroom teachers, hereinafter termed the “Association” and the Board of Education of Independent School District No. 20 of McClain County, Oklahoma, hereinafter termed the “Board”; and pursuant to Title 70 Oklahoma Statutes, Sections 509.1 – 509.10, the following items (articles, procedures, etc.) are hereby agreed upon by both parties.

III. RECOGNITION

- 3.1 The Board recognizes the Association as the exclusive representative for negotiations on behalf of the professional educators of this District. The Association must have been designated as the sole bargaining representative by a majority of the professional educators of this District. Any person so employed as a professional educator, who desires not to be represented by the Association, may so state in writing to the Board. It is the responsibility of the Board to assure that all professional educators have notice of this stipulation.
- 3.2 The Board hereby recognizes the Association shall continue as the exclusive bargaining agent for the bargaining unit consisting of all employees who are required by the position in which they are employed to be licensed or certified as teachers and who do not hold formal supervisory authority with respect to other employees of the district, hereafter referred to as “Teachers.” The Association will continue as bargaining agent until such time as a majority of the professional educators petition, as required by law, the Board requesting a change of representation.
- 3.3 In accordance with Oklahoma’s Professional Negotiations Act (70 O.S. Sections 509.1 – 509.10), no employee shall be discriminated against by the Board and/or its representatives, and/or by the Association and/or its representatives for exercise or non-exercise of rights; nor

shall either party discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or Membership or non-Membership in any other organization; nor shall Membership in any organization be required as a condition of employment.

IV. APPENDIX

9.04 PROCEDURAL AGREEMENT

IV. GOOD FAITH CLAUSE

- 4.1 Each party herein shall negotiate in good faith and further assure that a free and open exchange of views based upon mutual understanding, concern, and cooperation occurs. (See 509.6)

V. NEGOTIATIONS PROCEDURES

5.1 Requests for Meetings

- A. Written request for negotiations between the Board and the Association may be submitted by either party. A written request will be made within ten days of the receipts of any such written request, provided that the first meeting shall be held within fifteen days after receipt of the request. The respective chief negotiators will establish a mutually acceptable time and place for the meeting.
- B. If either the Board or the Association has notified the other party of its intent to negotiate, the first bargaining meeting will be held by mutual agreement. Prior to the time set for the first bargaining meeting, the Board and the Association, through its President, shall designate in writing the names who shall serve on their respective negotiating teams. The Board's team will include at least one acting board members. The Association's team will include a negotiating member from each site and a negotiation spokesperson. Each party shall also designate the person on their team who will be the chairperson or chief negotiator.
- C. Once negotiations have begun, the time and place of the next session will be agreed upon by the chief negotiators prior to the adjournment of each session.
- D. If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay.

5.2 Attendance at Meetings

- A. A majority of both the Board representatives and the Association representatives must be present prior to calling a meeting to order.
- B. In such cases where either committee does not have a majority of its teachers present, the chief negotiators will reschedule the meeting to be held within five days.
- C. Each committee teacher shall be notified by his respective chief negotiator as to the time and place of the meeting.

- D. Negotiations shall be conducted in sessions that are closed to the general public. However, each party may be allowed alternate teachers and visitors upon mutual consent of both chief negotiators. In the event a caucus is called by either team a consultant may be called in.
- E. Prior to ratification all negotiated items will be considered confidential.

5.3 Tentative Agreement

- A. This agreement shall be effective upon the signing by the President of the Association and the President of the Board. The agreement shall be renewed automatically without modification unless either party shall request amendment.
- B. Tentative Agreement: Both parties agree it is their mutual responsibility to empower their respective representatives the necessary authority to make proposals, to consider proposals and counter-proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Members of the Bargaining Unit. When tentative agreement is reached on any item, it shall be reduced to writing and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first to the Members of the Bargaining Unit for ratification and then to the Board for ratification.
- C. If either party desires to change any provision of this agreement, such party shall notify the other not less than fifteen (15) days nor more than thirty (30) days prior to November 1st of each year. The parties agree to enter into negotiations for modification. Negotiated modifications are final when ratified by the Association and the Board.

5.4 Final Agreement

- A. Agreements shall be effective upon the signing by the President of the Association by the President of the Board.
- B. Approval by the Association is required before the package is presented to the Board. Approval by the Association will be defined as that point when the Association provides the Board with written notice that the agreement has been agreed to by a majority of the Association teachers.
- C. Approval by the Board is defined as that Board action which by official vote approves the agreement by entering such approval into the official Board minutes.

5.5 Press Releases and Monitoring Devices

During negotiations as described, releases to news media concerning negotiation sessions shall be made only with signed approval of both negotiators. Such releases will be composed and approved by the chief negotiators during the negotiations meeting. No monitoring or recording devices will be present while negotiating sessions are being conducted without mutual consent of the chief negotiators.

5.6 Exchange of Information

The Board agrees to provide the Association with data as to anticipated income and expenditures as soon as such data is available. Additionally, the Board will provide the Association with updated fiscal

information and will provide access to any fiscal data needed by the Association for developing intelligent, feasible, and constructive proposals on behalf of Association teachers.

The Board shall also provide the Association with such information as is necessary to be used in formulating proposals on behalf of teacher teachers or with such information as is pertinent to the matter to be considered.

5.7 Agenda

Formal agenda items will be exchanged between the two chief negotiators at least five days prior to a scheduled meeting. The chief negotiator who requests the meeting will begin by presenting his agenda items. By mutual consent of the chief negotiators, non-agenda items may be introduced.

VI. IMPASSE

1. Mediation:

If negotiations are not successfully concluded by the first day of school, an impasse shall exist. At any earlier time following its initial negotiation session, either party may declare an impasse, or by mutual agreement of the parties, the date declaring impasse may be extended beyond the first day of school.

Within two (2) working days of such declaration by mutual agreement, either party may request the services of the Federal Mediation and Conciliation Service.

2. Fact Finding:

If the mediation process has been utilized and has failed to bring about agreement on all items (or if mediation was not used), the unresolved items shall be submitted to fact finding as follows:

A fact-finding committee consisting of three teachers shall be formed. One teacher shall be selected by the Association and one teacher shall be selected by the Board within five (5) days. These two teachers will notify the State Superintendent of Public Instruction (or designee) that a fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Association cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as chairperson of the fact-finding committee.

Within five (5) days after the selection of the chairperson, the representatives of the parties shall meet to exchange written language of each item at impasse. The exchanged documents shall be furnished to the chairperson and other teachers of the committee. Each item submitted to fact finding shall show the last position taken by each negotiating team.

The cost for the services of the fact-finding committee, including the per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: The Board shall assume the expenses of the representative selected by the Board, the Association shall assume the expenses of the representative selected by the Association, and the expenses of the third teacher shall be shared equally by the Board and the Association.

The fact-finding committee shall have the authority to establish procedural rules, conduct investigations, and hold hearings during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.

The chairperson shall convene the committee for fact-finding. The committee shall meet with representatives of both parties, and within twenty (20) days after the fact-finding hearing, shall present its written recommendations to the Board and the Association.

The report shall set forth findings of fact and recommendations on the issues submitted. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet seven (7) days of the request, unless both parties deem it unnecessary.

At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements as provided for by this action, either party may discontinue such effort.

The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the local Board of Education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation. Three-teacher Committee

After composition, said committee shall conduct a fact-finding hearing and shall adopt and issue procedural rules to all parties as to the conduction of said hearings. Within ten days after said hearing, the committee shall issue its findings and recommendations to both parties; however, the committee's report shall be advisory only and shall not be binding on either party.

2. Costs and Expenses

All costs and expenses incurred by either party to this agreement shall be borne by that party and in the case of joint proceedings; each party shall equally share the costs and/or expense.

FAMILY MEDICAL LEAVE ACT

The Blanchard Board of Education recognizes its responsibility to extend all its full-time employees the Family Medical Leave Act of 2009. This information can be found in the administration office.

(For Informational Purposes Only)

OKLAHOMA STATE DEPARTMENT OF EDUCATION

Standards of Performance and Conduct for teachers

The following standards of conduct for teachers are adopted pursuant to HB 1017, 70 O.S. Supp. 1990 6 – 101.21 and 6 – 101.22.

Teachers are charged with the education of the youth of this State. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit to truth, devotion to excellence, and the nurture of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire of the respect and confidence of their colleagues, students, parents, and the community, teachers are to be guided in their conduct by their commitment to their students and their profession.

PRINCIPLE I

COMMITMENT TO THE STUDENTS

The teacher must strive to help each student realize his or her potential as a worthy and effective teacher of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worth goals.

In fulfillment of the obligation to the student, the teacher:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning,
2. Shall not unreasonably deny the student access to varying points of view,
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress,
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety,
5. Shall not intentionally expose the student to embarrassment or disparagement,
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious belief, family, social or cultural background, or sexual orientation, unfairly:
 - e. Exclude any student from participation in any program,
 - f. Deny benefits to any students,
 - g. Grant any advantage to any student.

7. Shall not use professional relationships with students for private advantage, and,
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

PRINCIPLE II

COMMITMENT TO THE PROFESSION

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In order to assure that the quality of the services of the teaching profession meets the expectations of the State and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications,
2. Shall not misrepresent his/her professional qualifications,
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute,
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position,
5. Shall not assist an unqualified person in the unauthorized practice of the profession,
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law,
7. Shall not knowingly make false or malicious statements about a colleague, and
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

PRINCIPLE III

- A. Subject to the provisions of the teacher Due Process Act of 1990, a career teacher may be dismissed or not re-employed for:
 - 1. Willful neglect of duty,
 - 2. Repeated negligence in performance of duty,
 - 3. Mental or physical abuse to a child,
 - 4. Incompetency,
 - 5. Instructional ineffectiveness,
 - 6. Unsatisfactory teaching performance, or
 - 7. Any reason involving moral turpitude.
- B. Subject to the provisions of the teacher Due Process Act, a probationary teacher may be dismissed or not re-employed for cause.
- C. A teacher convicted of a felony shall be dismissed or not re-employed unless a presidential or gubernatorial pardon has been issued.
- D. A teacher may be dismissed, refused employment or not re-employed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:
 - 1. "Criminal sexual activity" means the commission of an act as defined in Section 885 of Title 21 of the Oklahoma Statute, which is the act of sodomy; and
 - 2. "Sexual misconduct" means soliciting or imposing of criminal sexual activity.

IV. APPENDIX
 9.05 TEACHER AS
 SUBSTITUTE TIMESHEET

Teacher as Substitute Timesheet

Teacher Name _____ Date _____ Site _____

DATE	Teacher Subbed for (Please include Teacher Name and Grade or Subject)	Amount of Class serviced (Please indicate below >1/2 to Full Class; >1/3 to 1/2 Class; >1/4 to 1/3 Class; Up to 1/4 Class)	Start Time	End Time

Make a copy for your records and turn the original into Office Personnel.

	<u>>1/2 to Full Class</u>	<u>>1/3 to 1/2 Class</u>	<u>>1/4 to 1/3 Class</u>	<u>Up to 1/4 Class</u>
Full Day	\$62.50	\$31.25	\$20.83	\$15.03
Half Day	\$31.25	\$15.63	\$10.42	\$7.81
Hourly	\$12.50	\$6.25	\$4.17	\$3.13

Teacher's Signature: _____	Principal's Signature: _____
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Mileage Log

Name of Employee: _____

Date of Report: _____

Date	Travel Description	Odometer Reading		Daily Mileage	
		Start	Finish	Miles	Notes

IV. APPENDIX

9.07 Application for Transfer with in the district

**Blanchard Public Schools
Blanchard, Oklahoma**

Application for Transfer within the District

I would hereby like to apply for a vacant position in the Blanchard School District, I-29. Upon making this application, I verify that I have the necessary certifications and qualifications for the position I am seeking.

Name of Employee _____

Current Position
Held _____

Position Applying
For: _____

Number of Years Employed at Blanchard Public Schools _____

Additional Comments: _____

Employees Signature _____

Date _____

Transfer is ___ approved or ___ denied.
If approved date effective _____

Superintendent's Signature _____

Date _____

Current Supervisor's Signature _____

Date _____

IV. APPENDIX

9.08 Certified Employee Survivor Benefit

**Blanchard Public Schools
Certified Employee Survivor Benefit**

I _____ designate the individual listed below as the sole beneficiary of my sick leave benefits, as required by the Negotiated Contract and Procedural Agreement Between Blanchard Association of Classroom Teachers and the Blanchard Board of Education.

Section V 5.01
Survivor Benefit

Name of Beneficiary

Certified Employee

date

IV. APPENDIX

9.09 Friendly Dock Leave Request Form

BLANCHARD PUBLIC SCHOOLS
REQUEST FORM FOR FRIENDLY DOCK LEAVE

DATE OF REQUEST: _____

TO: _____

FROM: _____

I hereby request _____ day(s) of Friendly Dock leave to be taken on:

(list the date(s) Friendly Dock leave is to be taken)

The day or days requested for friendly dock leave shall be limited to unanticipated events and spouse business events on which dates cannot be rescheduled.

(Signature of teacher)

(Signature of Principal)

(Date of Approval)

NOTE: After approval by the appropriate building principal, this Request Form must be returned to the office of the superintendent for bookkeeping and filing.